

**GALVESTON COUNTY COMMISSIONERS COURT  
GALVESTON COUNTY COURTHOUSE  
722 MOODY (FIRST FLOOR) - GALVESTON  
APRIL 05, 2011 – 1:00 P.M.**

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. **APPEARANCES:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK.

**REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.**

**Pledge of Allegiance and Invocation**

- \*1. Submitted by County Auditor's Office:
  - a. Approval of Accounts Payable checks dated 4/5/11;
  - b. Order for payroll period ending 3/30/11 Bi-Weekly #7;
  - c. Order for the Worker's Compensation Claims made by the Littleton Group for the month ending 1/31/11;
  - d. Order for the Health Insurance claims made by Boon Chapman for the month ending 1/31/11.
- \*2. Receive and file *Proclamation Declaring April as Fair Housing Month* in Galveston County submitted by the Grants Manager.
- \*3. Receive and file *Proclamation Recognizing April as Child Abuse Prevention Month* as presented by the Childrens' Services Board.
- \*4. Receive and file *Proclamation Recognizing March 20-26 as National Safe Place Week* as presented by the Children's Center.
- \*5. Recognition of the *Galveston Historical Commission for Achieving the 2010 Distinguished Service Award*, presented by the Texas Historical Commission.
- \*6. Receive and file Letter re: *Release of Grant funds, Galveston County HMGP Program*.
- \*7. Receive and file request for approval of settlement of a *Subrogation/Reimbursement Claim for Health Plan* submitted by County Legal.
- \*8. Approval of "Summary Bi-Weekly Personnel Movements" pay period 7: March 17 – March 30, 2011 as submitted by Human Resources.

- \*9. Consideration and Consent of Tax Refunds in excess of \$2,500 due to Clerical Error or Waiver as submitted by Assessor and Collector of Taxes:

0010-0017-0000-000	4385-0002-0012-001	5520-0000-0005-003
3505-0217-0012-001	1642-0005-0005-000	1642-0005-0006-000
1865-0000-0079-000	0009-0069-0002-000	7030-0292-0001-000

10. Consideration of Request for Waiver or Refund of Tax Penalty and Interest of the following as submitted by Assessor and Collector of Taxes:

8600-0421-7002-030 Ocean Front Apartments/c/o Lori Gozlan

5182-0092-0004-001 Saleem Nazir

3312-0004-0018-000 Douglas and Ashly Naylor

3510-0136-0002-000 Edna McIntosh

3415-0002-0010-000 Mary Zimmermann

11. Consider authorizing a request for approval to Proceed with RFP for Internal and Remote Capture Banking Services (Internal and External Lockbox) submitted by Assessor and Collector of Taxes.
12. Consideration of *Amendment No.1 to Memorandum of Understanding* for participation in the Court Identification Pilot Project between Texas Department of Public Safety and Galveston County submitted by IT.
13. Ratification of executed Amendment passed on January 19, 2011 regarding *Contract between Galveston County and the Texas Department of Housing and Community Affairs, Contract Number 70090014, First Amendment* submitted by the Housing Department.
14. Consideration of submission of request for *Amendment No. 3 to Contract between Galveston County and the Texas Department of Housing and Community Affairs Contract Number 70090014*, submitted by Housing Department.
15. Discuss and take action on proposed user fees for Agri-Life extension programs now offered at County properties by Commissioner Clark.
16. Request for Authorization to approve office furnishings purchase for the Texas Cooperative Extension Building submitted by the Purchasing Agent.
17. Consider recommending awarding contracts on the following bids/RFP submitted by the Purchasing Agent:

**Bid #B112010**

**Altosid Pellets (IGR)**

**Bid #B112011                      Altosid Liquid Larvicide 5% & 20%**

**Bid #B112013                      Portable Toilet Service – Bolivar Peninsula**

**RFP Bid #B112012                Electrical Parts & Supplies**

18. Consideration of Budget Amendments as Submitted by the Budget Officer:

<b>Fiscal Year</b>	<b>Amendment #</b>	<b>Description</b>
<b>2011</b>	<b>11-065-0405-A</b>	<b>District Clerk</b> – Request to reorganize and reclassify various positions in the District Clerk’s office.
<b>2011</b>	<b>11-066-0405-B</b>	<b>District Attorney</b> – Request for hiring exception.
<b>2011</b>	<b>11-067-0405-C</b>	<b>Information Technology</b> – Request for hiring exception.
<b>2011</b>	<b>11-068-0405-D</b>	<b>County Clerk/Elections Division</b> – Budget request for election equipment and General Fund reimbursement.

19. Consideration of a *Lease Agreement between the County of Galveston and the Galveston Central Appraisal District* to Use a Portion of the Galveston County Mid County Annex and Related Amenities submitted by County Legal.
20. Consideration of authorizing execution of agreement between *Galveston County and the Santa Fe Independent School District* for use of *Santa Fe High School* by first-responders in disaster situations submitted by the Emergency Management Coordinator.
21. Consideration of Hurricane Ike issues submitted by the Emergency Management Coordinator:
- a) Consideration of authorizing Contracts for Sale under the Hazard Mitigation Grant Program.
  - b) Consideration of authorizing the County Judge to sign environmental check lists related to Crystal Beach and High Island fire station projects.

**WORKSHOP WILL BEGIN IMMEDIATELY AFTER  
COMMISSIONERS COURT ADJOURNS**

**WORKSHOP AGENDA**

1. Legislative issues presented by Commissioner Clark.

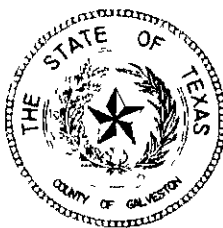
2. Discussion of hiring new Director of Finance as submitted by the Director of Finance.
3. Discussion of Galveston County Tax Abatement Guidelines presented by the Community Services Director.
4. Discussion of Emergency Medical Service for the communities on Bolivar Peninsula by the proposed organization of PEMSI Presented by the Community Services Director.
5. Discuss Economic impact of Terra Fuels, LLC in Galveston County presented to Commissioner O'Brien.



AGENDA

ITEM

#1



## **THE COUNTY OF GALVESTON**

**COUNTY AUDITOR'S OFFICE**

**P O Box 1418**

**GALVESTON, TEXAS 77553**

**Cliff Billingsley, CPA**  
**County Auditor**

**Ron Chapa, CPA**  
**First Assistant, Director of Auditing**

**Jeff Modzelewski, CPA**  
**First Assistant, Director of Accounting**

**First Assistant, I.T. Systems**

Honorable Judge Mark Henry  
And Members of the Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas

March 29, 2011

Dear Judge Henry,

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 4/5/11

Order for payroll period ending 3/30/11 Bi-Weekly #7

Submitted by Jeff Modzelewski, First Asst County Auditor – Accounting

Order for the Worker's Compensation claims made by The Littleton Group for the month ending 1/31/11

Order for the Health Insurance claims made by Boon Chapman for the month ending 1/31/11

Submitted by Ron Chapa, First Asst County Auditor – Internal Audit

Sincerely,

Cliff Billingsley, CPA  
County Auditor

AGENDA

ITEM

#1a

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
<b>FUND: 1101 General Fund</b>		
<b>Warrant #: VW 00000157</b>	<b>Payee Name: BAKER, STEPHEN W</b>	
3/21-3/27/11	1101121000 - 5431301 Justice Administration - Relief Associate Judge	978.50
	<b>Warrant Total:</b>	<b>978.50</b>
<b>Warrant #: VW 00000158</b>	<b>Payee Name: BOB PAGAN FORD INC</b>	
223733	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	41.44
223734	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	352.51
223737	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	477.81
223738	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	938.53
223763	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	296.00
223771	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	366.38
223789	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	212.85
223795	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	126.70
223814	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	979.41
223849	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	688.81
223858	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	35.79
223884	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	915.24
223893	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	299.37
223900	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	249.27
223945	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	879.75
223946	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	58.96
223947	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	450.63
223948	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	89.87
223974	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	260.00
223997	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	305.34
224013	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	1,130.09
224036	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	39.37
224045	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	362.61
	<b>Warrant Total:</b>	<b>9,556.73</b>
<b>Warrant #: VW 00341445</b>	<b>Payee Name: ABL MANAGEMENT INC</b>	
183252	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,039.73
183253	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,056.34
	<b>Warrant Total:</b>	<b>36,096.07</b>
<b>Warrant #: VW 00341446</b>	<b>Payee Name: ADKINS, CAROLYN</b>	
08CR0333 RMB	1101127100 - 5310000 District Attorney - Supplies and Materials	27.25
	<b>Warrant Total:</b>	<b>27.25</b>
<b>Warrant #: VW 00341447</b>	<b>Payee Name: AGUIAR, PEDRO</b>	
6919 AVE O REAR	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
	<b>Warrant Total:</b>	<b>100.00</b>
<b>Warrant #: VW 00341449</b>	<b>Payee Name: ALLIED FIRE PROTECTION LP</b>	
P1563101	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	875.00
	<b>Warrant Total:</b>	<b>875.00</b>
<b>Warrant #: VW 00341450</b>	<b>Payee Name: AMERIWASTE OF TEXAS LLC</b>	
39331	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	74.91
39361	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	168.62
39424	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	168.62

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
39481	1101522020 - 5481000 Parks Department - Contract Service	348.26
39513	1101522020 - 5481000 Parks Department - Contract Service	348.26
<b>Warrant Total:</b>		<b>1,108.67</b>
<b>Warrant #: VW 00341453</b>	<b>Payee Name: ASHTON PARK APT</b>	
2702 21ST N 81	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00341455</b>	<b>Payee Name: B.L. ALEXANDER ENTERPRISES INC</b>	
8098	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	675.00
<b>Warrant Total:</b>		<b>675.00</b>
<b>Warrant #: VW 00341456</b>	<b>Payee Name: BARNETT, STEPHANIE B</b>	
11JV0015 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	123.50
<b>Warrant Total:</b>		<b>123.50</b>
<b>Warrant #: VW 00341457</b>	<b>Payee Name: BARRETT DAFFIN FRAPPIER TURNER &amp; ENGEL</b>	
2011915CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
<b>Warrant Total:</b>		<b>5.00</b>
<b>Warrant #: VW 00341458</b>	<b>Payee Name: BFI WASTE SERVICES OF TEXAS LP</b>	
0855000408157	1101610200 - 5481000 County Extension - Contract Service	197.87
<b>Warrant Total:</b>		<b>197.87</b>
<b>Warrant #: VW 00341459</b>	<b>Payee Name: BLEYL, AMY RUTH WILSON</b>	
306630 032811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130.00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00341460</b>	<b>Payee Name: BONDED MAINTENANCE COMPANY</b>	
2297785	1101170100 - 5412094 Facilities Svcs & Maintenance - CareHere Clinic Expenditu	1,120.67
<b>Warrant Total:</b>		<b>1,120.67</b>
<b>Warrant #: VW 00341461</b>	<b>Payee Name: BOSWORTH PAPERS INC</b>	
1181031	1101159100 - 5310000 Information Technology - Supplies and Materials	716.50
1181433	1101159100 - 5310000 Information Technology - Supplies and Materials	134.75
<b>Warrant Total:</b>		<b>851.25</b>
<b>Warrant #: VW 00341462</b>	<b>Payee Name: BRICE VANDER LINDEN AND WERNICK PC</b>	
801053	1101000010 - 4414012 General Government - County Clerk Refund of Fees	10.00
<b>Warrant Total:</b>		<b>10.00</b>
<b>Warrant #: VW 00341463</b>	<b>Payee Name: BRIGGS, LYNETTE</b>	
08CR0504 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	182.00
10CR2125 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	273.00
307268 032511	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	130.00
<b>Warrant Total:</b>		<b>585.00</b>
<b>Warrant #: VW 00341464</b>	<b>Payee Name: BROOKSIDE EQUIP SALES INC</b>	
IL20791	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	177.10
<b>Warrant Total:</b>		<b>177.10</b>
<b>Warrant #: VW 00341466</b>	<b>Payee Name: BROWN, ADAM BANKS</b>	

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
10CR3861 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	201.50
<b>Warrant Total:</b>		<b>201.50</b>
<b>Warrant #: VW 00341467</b>	<b>Payee Name: BROWN, RAYMOND L</b>	
1/13-3/3/11 MLG	1101440100 - 5496301 Community Services - Auto Mileage	171.36
<b>Warrant Total:</b>		<b>171.36</b>
<b>Warrant #: VW 00341468</b>	<b>Payee Name: BROWNSTEIN, RON</b>	
800583	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12.00
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00341470</b>	<b>Payee Name: CDW GOVERNMENT INC</b>	
WLH4902	1101126100 - 5310000 District Clerk - Supplies and Materials	95.25
<b>Warrant Total:</b>		<b>95.25</b>
<b>Warrant #: VW 00341471</b>	<b>Payee Name: CEDRICK L MUHAMMAD PC</b>	
10CR2753 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357.50
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00341472</b>	<b>Payee Name: CELEBRITY TITLE</b>	
796950	1101000010 - 4414012 General Government - County Clerk Refund of Fees	84.00
<b>Warrant Total:</b>		<b>84.00</b>
<b>Warrant #: VW 00341473</b>	<b>Payee Name: CENTERPOINT ENERGY</b>	
48091797 032811	1101170100 - 5421300 Facilities Svcs & Maintenance - Gas	258.22
<b>Warrant Total:</b>		<b>258.22</b>
<b>Warrant #: VW 00341474</b>	<b>Payee Name: CHAIR TAI CHI</b>	
BSC2311	1101451110 - 5481000 Senior Citizens - Contract Service	120.00
DSC2311	1101451110 - 5481000 Senior Citizens - Contract Service	120.00
LSC2311	1101451110 - 5481000 Senior Citizens - Contract Service	180.00
<b>Warrant Total:</b>		<b>420.00</b>
<b>Warrant #: VW 00341478</b>	<b>Payee Name: CHICAGO TITLE</b>	
800779	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12.00
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00341479</b>	<b>Payee Name: CITATION SOLUTIONS INC</b>	
4030	1101159100 - 5423500 Information Technology - Maintenance of Software	2,000.00
<b>Warrant Total:</b>		<b>2,000.00</b>
<b>Warrant #: VW 00341480</b>	<b>Payee Name: CITY OF GALVESTON</b>	
M100597	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	189.33
<b>Warrant Total:</b>		<b>189.33</b>
<b>Warrant #: VW 00341481</b>	<b>Payee Name: CITY OF GALVESTON</b>	
202620	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
644510	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100.00
<b>Warrant Total:</b>		<b>200.00</b>
<b>Warrant #: VW 00341482</b>	<b>Payee Name: CITY OF LA MARQUE</b>	
110003415 032811	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	185.12

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
160010854 032811	1101170100 - 5421100 Facilities Srvs & Maintenance - Water	80 90
<b>Warrant Total:</b>		<b>266.02</b>
<b>Warrant #: VW 00341485</b>	<b>Payee Name: COBURN SUPPLY COMPANY INC</b>	
313717352	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	41 91
<b>Warrant Total:</b>		<b>41.91</b>
<b>Warrant #: VW 00341489</b>	<b>Payee Name: COMMONWEALTH TITLE OF HOUSTON</b>	
799119	1101000010 - 4414012 General Government - County Clerk Refund of Fees	12 00
<b>Warrant Total:</b>		<b>12.00</b>
<b>Warrant #: VW 00341490</b>	<b>Payee Name: CONZ, GLORIA</b>	
MAR 2011 SRVC	1101451110 - 5481000 Senior Citizens - Contract Service	750 00
<b>Warrant Total:</b>		<b>750.00</b>
<b>Warrant #: VW 00341491</b>	<b>Payee Name: COOK, DAVID</b>	
10CR3895 021611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	333 00
<b>Warrant Total:</b>		<b>333.00</b>
<b>Warrant #: VW 00341493</b>	<b>Payee Name: D&amp;C INVESTMENTS</b>	
4606 EAST 32ND	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
<b>Warrant Total:</b>		<b>100.00</b>
<b>Warrant #: VW 00341494</b>	<b>Payee Name: DAUGHTRY &amp; JORDAN</b>	
2011839CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
<b>Warrant Total:</b>		<b>5.00</b>
<b>Warrant #: VW 00341495</b>	<b>Payee Name: DEAN, C B</b>	
077399	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	205 00
<b>Warrant Total:</b>		<b>205.00</b>
<b>Warrant #: VW 00341496</b>	<b>Payee Name: DIAMOND SHAMROCK</b>	
64037336 03/11	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	413 28
<b>Warrant Total:</b>		<b>413.28</b>
<b>Warrant #: VW 00341497</b>	<b>Payee Name: DIAZ, MARK A</b>	
10CR0791 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	715 00
<b>Warrant Total:</b>		<b>715.00</b>
<b>Warrant #: VW 00341498</b>	<b>Payee Name: DOLPHIN CHEMICAL &amp; SUPPLY COMPANY LLC</b>	
8763	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	577 50
8779	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	474 00
8805	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	97 00
8814	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	143 50
8825	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	636 50
8839	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	228 00
<b>Warrant Total:</b>		<b>2,156.50</b>
<b>Warrant #: VW 00341499</b>	<b>Payee Name: DUCOTE, JAMES</b>	
10CR2915 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>

# Galveston County, Texas

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant #: VW 00341502</b>		
<b>Payee Name: EAN HOLDINGS LLC</b>		
114422938	1101211150 - 5496156 Warrants-Sheriff's Department - Prisoner Extradition Trav	62 56
114471030	1101211150 - 5496156 Warrants-Sheriff's Department - Prisoner Extradition Trav	55 20
<b>Warrant Total:</b>		<b>117 76</b>
<b>Warrant #: VW 00341504</b>		
<b>Payee Name: FANNING AND FANNING PLLC</b>		
399223 032511	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	357 50
<b>Warrant Total:</b>		<b>357.50</b>
<b>Warrant #: VW 00341505</b>		
<b>Payee Name: FEDEX CORP</b>		
736594433	1101610200 - 5310000 County Extension - Supplies and Materials	19 46
739766121	1101153000 - 5310000 Legal Department - Supplies and Materials	48 56
742866895	1101610200 - 5310000 County Extension - Supplies and Materials	26 07
<b>Warrant Total:</b>		<b>94.09</b>
<b>Warrant #: VW 00341506</b>		
<b>Payee Name: FERRINO, RICHARD</b>		
2783 RMB	1101211160 - 5495100 Training-Sheriff's Department - Education	75 00
<b>Warrant Total:</b>		<b>75.00</b>
<b>Warrant #: VW 00341507</b>		
<b>Payee Name: FIDELITY NATIONAL TITLE</b>		
796738	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
<b>Warrant Total:</b>		<b>8.00</b>
<b>Warrant #: VW 00341508</b>		
<b>Payee Name: FINEGAN, SAMUEL K</b>		
09CR3582 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
201100015SF	1101127100 - 5481000 District Attorney - Contract Service	2,307 50
<b>Warrant Total:</b>		<b>2,567.50</b>
<b>Warrant #: VW 00341512</b>		
<b>Payee Name: GERALD R. YOAKUM PC</b>		
308879 032511	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	214 50
<b>Warrant Total:</b>		<b>214.50</b>
<b>Warrant #: VW 00341513</b>		
<b>Payee Name: GHOGOMU, WILLIAM T</b>		
296359 032811	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	130 00
<b>Warrant Total:</b>		<b>130.00</b>
<b>Warrant #: VW 00341515</b>		
<b>Payee Name: GRAHAM, CARMEN A</b>		
10CR03880 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
<b>Warrant Total:</b>		<b>260.00</b>
<b>Warrant #: VW 00341516</b>		
<b>Payee Name: GUESS, DENISE</b>		
03/28-30/11 MLG	1101151800 - 5496301 Purchasing Agent - Auto Mileage	199 65
<b>Warrant Total:</b>		<b>199.65</b>
<b>Warrant #: VW 00341518</b>		
<b>Payee Name: HENRY, MARK</b>		
3/7-8/11 MLG	1101111000 - 5496100 County Judge - Travel	238 01
<b>Warrant Total:</b>		<b>238.01</b>
<b>Warrant #: VW 00341520</b>		
<b>Payee Name: IBRAHIM &amp; ELLIOTT LLP</b>		
09CR2822 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	682 50
10CR1197 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	276 25



# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>Warrant Total:</b>		<b>958.75</b>
<b>Warrant #: VW 00341521</b>	<b>Payee Name: IRESON, LONSFORD O JR</b>	
20111017CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
<b>Warrant Total:</b>		<b>8.00</b>
<b>Warrant #: VW 00341522</b>	<b>Payee Name: JIMENEZ, JOAQUIN</b>	
305876 032811	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	841 75
<b>Warrant Total:</b>		<b>841.75</b>
<b>Warrant #: VW 00341523</b>	<b>Payee Name: JONES LAW FIRM</b>	
10CR1873 032411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	882 50
<b>Warrant Total:</b>		<b>882.50</b>
<b>Warrant #: VW 00341524</b>	<b>Payee Name: JONES, STACEY LEE</b>	
06CR0930 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	438 75
<b>Warrant Total:</b>		<b>438.75</b>
<b>Warrant #: VW 00341526</b>	<b>Payee Name: KAFI LAW</b>	
305754 031811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	305 50
<b>Warrant Total:</b>		<b>305.50</b>
<b>Warrant #: VW 00341527</b>	<b>Payee Name: KELLY, LA'NEISHA K</b>	
03/13-17/11 TRVL	1101159100 - 5750000 Information Technology - Capital Outlay-Technology	223 52
<b>Warrant Total:</b>		<b>223.52</b>
<b>Warrant #: VW 00341528</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
1358	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	1,112 62
<b>Warrant Total:</b>		<b>1,112.62</b>
<b>Warrant #: VW 00341529</b>	<b>Payee Name: LAW FIRM OF TOT KIM LE</b>	
10CR1403 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,072 50
291128 032511	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	155 50
307264 032511	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	325 00
<b>Warrant Total:</b>		<b>1,553.00</b>
<b>Warrant #: VW 00341530</b>	<b>Payee Name: LEATHERS, BILL</b>	
10CR0377 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,144 10
10CR1628 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
<b>Warrant Total:</b>		<b>1,501.60</b>
<b>Warrant #: VW 00341532</b>	<b>Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC</b>	
176308	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	693 48
176396	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	28 00
176432	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	123 00
<b>Warrant Total:</b>		<b>844.48</b>
<b>Warrant #: VW 00341533</b>	<b>Payee Name: LINEBARGER GOGGAN BLAIR &amp; SAMPSON LLP</b>	
FEB 11 JP7 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	6,540 03
<b>Warrant Total:</b>		<b>6,540.03</b>
<b>Warrant #: VW 00341534</b>	<b>Payee Name: LOVE, PAUL</b>	

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Invoice Number	Account Info	Amount
10CR3739 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
<b>Warrant Total:</b>		<b>325.00</b>
<b>Warrant #: VW 00341535</b>	<b>Payee Name: LUCK COMPANY, THE</b>	
339	1101170100 - 5310000 Facilities Srvs & Maintenance - Supplies and Materials	595 00
<b>Warrant Total:</b>		<b>595.00</b>
<b>Warrant #: VW 00341536</b>	<b>Payee Name: MAINLAND CROSSING</b>	
7500 EF LOWRY	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	129 00
<b>Warrant Total:</b>		<b>129.00</b>
<b>Warrant #: VW 00341540</b>	<b>Payee Name: MAUZY, BRUCE</b>	
10CR1732 032811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,072 50
<b>Warrant Total:</b>		<b>1,072.50</b>
<b>Warrant #: VW 00341541</b>	<b>Payee Name: MCCLELLAN, LYN</b>	
08CR0333 032111	1101127100 - 5481000 District Attorney - Contract Service	3,253 63
<b>Warrant Total:</b>		<b>3,253.63</b>
<b>Warrant #: VW 00341544</b>	<b>Payee Name: MORA JR, J T</b>	
JAN 2011 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	145 00
<b>Warrant Total:</b>		<b>145.00</b>
<b>Warrant #: VW 00341545</b>	<b>Payee Name: MOTOROLA SOLUTIONS INC</b>	
90551513	1101211171 - 5310000 Communications-Sheriff's Dept - Supplies and Materials	375 00
<b>Warrant Total:</b>		<b>375.00</b>
<b>Warrant #: VW 00341547</b>	<b>Payee Name: MUNRO'S UNIFORM SERVICES LTD</b>	
28467	1101522020 - 5481000 Parks Department - Contract Service	12 50
28468	1101522020 - 5426106 Parks Department - Uniform Leasing	50 00
28476	1101522020 - 5481000 Parks Department - Contract Service	6 00
28477	1101522020 - 5481000 Parks Department - Contract Service	16 45
28478	1101522020 - 5426106 Parks Department - Uniform Leasing	62 00
28479	1101522020 - 5481000 Parks Department - Contract Service	23 55
28480	1101522020 - 5426106 Parks Department - Uniform Leasing	12 75
28488	1101522020 - 5481000 Parks Department - Contract Service	12 15
30255	1101522020 - 5426106 Parks Department - Uniform Leasing	20 50
30257	1101522020 - 5481000 Parks Department - Contract Service	9 46
30507	1101522020 - 5481000 Parks Department - Contract Service	12 50
30508	1101522020 - 5426106 Parks Department - Uniform Leasing	50 00
30516	1101522020 - 5481000 Parks Department - Contract Service	6 00
30517	1101522020 - 5481000 Parks Department - Contract Service	16 45
30518	1101522020 - 5426106 Parks Department - Uniform Leasing	62 00
30519	1101522020 - 5481000 Parks Department - Contract Service	23 55
30520	1101522020 - 5426106 Parks Department - Uniform Leasing	12 75
30528	1101522020 - 5481000 Parks Department - Contract Service	12 15
31548	1101522020 - 5481000 Parks Department - Contract Service	12 50
31549	1101522020 - 5426106 Parks Department - Uniform Leasing	50 00
31557	1101522020 - 5481000 Parks Department - Contract Service	6 00
31558	1101522020 - 5481000 Parks Department - Contract Service	16 45
31559	1101522020 - 5426106 Parks Department - Uniform Leasing	62 00
31560	1101522020 - 5481000 Parks Department - Contract Service	23 55
31561	1101522020 - 5426106 Parks Department - Uniform Leasing	12 75

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Invoice Number	Account Info	Amount
31570	1101522020 - 5481000 Parks Department - Contract Service	12 15
S29079	1101522020 - 5426106 Parks Department - Uniform Leasing	8 50
<b>Warrant Total:</b>		<b>624.66</b>
<b>Warrant #: VW 00341548</b>	<b>Payee Name: MURRAY, JASON</b>	
CVL FEB 2011	1101000000 - 2291012 General Fund - Due to District Clerk	18,173 08
<b>Warrant Total:</b>		<b>18,173.08</b>
<b>Warrant #: VW 00341550</b>	<b>Payee Name: MURRAY, JASON</b>	
CRMNL FEB 2011	1101000000 - 2291012 General Fund - Due to District Clerk	995 25
<b>Warrant Total:</b>		<b>995.25</b>
<b>Warrant #: VW 00341555</b>	<b>Payee Name: NRG ENERGY INC</b>	
B/D 032311	1101170100 - 5421200 Facilities Svcs & Maintenance - Electricity	206,782 57
<b>Warrant Total:</b>		<b>206,782.57</b>
<b>Warrant #: VW 00341556</b>	<b>Payee Name: OTIS ELEVATOR CO CORP</b>	
TG04457411	1101170100 - 5423701 Facilities Svcs & Maintenance - Maintenance Contracts	2,774 82
<b>Warrant Total:</b>		<b>2,774.82</b>
<b>Warrant #: VW 00341557</b>	<b>Payee Name: PALMER, MICHAEL</b>	
JAIL DKT 032511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
<b>Warrant Total:</b>		<b>950.00</b>
<b>Warrant #: VW 00341559</b>	<b>Payee Name: PERDUE BRANDON FIELDER COLLINS &amp; MOTT</b>	
800222 013111	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
<b>Warrant Total:</b>		<b>8.00</b>
<b>Warrant #: VW 00341560</b>	<b>Payee Name: PFM LLC</b>	
2011386CC 011811	1101000010 - 4414012 General Government - County Clerk Refund of Fees	14 00
<b>Warrant Total:</b>		<b>14 00</b>
<b>Warrant #: VW 00341562</b>	<b>Payee Name: PORTS AMERICA SERVICES INC.</b>	
798778 011911	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
<b>Warrant Total:</b>		<b>8.00</b>
<b>Warrant #: VW 00341563</b>	<b>Payee Name: PRINTECH INC</b>	
IN57501	1101159100 - 5310000 Information Technology - Supplies and Materials	684 00
IN57501	1101159100 - 5311140 Information Technology - Postage	99 00
<b>Warrant Total:</b>		<b>783.00</b>
<b>Warrant #: VW 00341564</b>	<b>Payee Name: PROSTAR SERVICES INC</b>	
37436	1101211133 - 5310000 Sheriff-Corrections - Supplies and Materials	62 90
<b>Warrant Total:</b>		<b>62.90</b>
<b>Warrant #: VW 00341566</b>	<b>Payee Name: RIEBSCHLAGER, GARY M</b>	
CS#61971 CC#1	1101000010 - 4414012 General Government - County Clerk Refund of Fees	28 00
<b>Warrant Total:</b>		<b>28.00</b>
<b>Warrant #: VW 00341567</b>	<b>Payee Name: ROBINSON, JARED</b>	
3/14,16/11 MLG	1101127100 - 5496301 District Attorney - Auto Mileage	86 19

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Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>86.19</b>
<b>Warrant #: VW 00341569</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
46977	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	58 85
47108	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	71 66
47112	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	5 95
47136	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	28 22
47839	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	143 91
47947	1101522020 - 5423000 Parks Department - Maint/Repairs Equipment	64 73
48564	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	41 89
48716	1101172111 - 5423110 Fleet Mgmt-Galveston - Auto Maintenance	119 52
<b>Warrant Total:</b>		<b>534.73</b>
<b>Warrant #: VW 00341571</b>	<b>Payee Name: SHEARER, DEAN P</b>	
2011381CC 011411	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
<b>Warrant Total:</b>		<b>5.00</b>
<b>Warrant #: VW 00341572</b>	<b>Payee Name: SOLUTIONS4SURE.COM INC</b>	
B11037718V1	1101211160 - 5310000 Training-Sheriff's Department - Supplies and Materials	113 82
<b>Warrant Total:</b>		<b>113.82</b>
<b>Warrant #: VW 00341575</b>	<b>Payee Name: SUN COAST RESOURCES INC</b>	
90862396	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	10,092 40
<b>Warrant Total:</b>		<b>10,092.40</b>
<b>Warrant #: VW 00341583</b>	<b>Payee Name: TEXAS ENVIRONMENTAL LAW ENFORCEMENT</b>	
4/18-21/11 FOSKI	1101170100 - 5495100 Facilities Svcs & Maintenance - Education	80 00
<b>Warrant Total:</b>		<b>80.00</b>
<b>Warrant #: VW 00341586</b>	<b>Payee Name: THE WOODFOREST NATIONAL BANK</b>	
797173 010611	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00
<b>Warrant Total:</b>		<b>8.00</b>
<b>Warrant #: VW 00341587</b>	<b>Payee Name: TOMMIE VAUGHN MOTORS INC</b>	
329780	1101211101 - 5742000 Administration Sheriff Dept - Capital Outlay-Vehicles	26,833 00
<b>Warrant Total:</b>		<b>26,833.00</b>
<b>Warrant #: VW 00341591</b>	<b>Payee Name: UNITED PARCEL SERVICE</b>	
0000135W56121	1101159100 - 5481000 Information Technology - Contract Service	31 38
0000135W65121	1101159100 - 5481000 Information Technology - Contract Service	12 60
<b>Warrant Total:</b>		<b>43.98</b>
<b>Warrant #: VW 00341594</b>	<b>Payee Name: WALMART</b>	
00281	1101610200 - 5310000 County Extension - Supplies and Materials	51 50
01974	1101610200 - 5310000 County Extension - Supplies and Materials	34 45
<b>Warrant Total:</b>		<b>85.95</b>
<b>Warrant #: VW 00341595</b>	<b>Payee Name: WASTE MANAGEMENT INC</b>	
454267917911	1101522020 - 5481000 Parks Department - Contract Service	163 38
454268017919	1101170100 - 5481000 Facilities Svcs & Maintenance - Contract Service	93 98
454268117917	1101522020 - 5481000 Parks Department - Contract Service	137 30
454268417911	1101522020 - 5481000 Parks Department - Contract Service	94 42

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Invoice Number	Account Info	Amount
454268517918	1101522020 - 5481000 Parks Department - Contract Service	103 35
454268617916	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	64 23
454268717914	1101522020 - 5481000 Parks Department - Contract Service	62 02
454268917910	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	54 82
454269017918	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,176 27
454269117916	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	1,031 13
454269217914	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	654 32
454269317912	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	159 25
<b>Warrant Total:</b>		<b>3,794.47</b>

**Warrant #: VW 00341596**

**Payee Name: WEBER, WINIFRED B**

10CR3143 032711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585 00
10CR3243 032711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520 00
10CR3754 032711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455 00
<b>Warrant Total:</b>		<b>1,560.00</b>

**Warrant #: VW 00341598**

**Payee Name: WEST PUBLISHING CORPORATION**

822205775	1101126100 - 5310000 District Clerk - Supplies and Materials	34 00
<b>Warrant Total:</b>		<b>34.00</b>

**FUND 1101 TOTAL: 361,819.94**

## FUND: 2220 Adult Probation Fund

**Warrant #: VW 00341581**

**Payee Name: TEXAS DEPARTMENT OF CRIMINAL JUSTICE**

RIDER 80 FY11 2Q	2220000000 - 2273002 Adult Probation Fund - Due to Criminal Justice Div	550 44
<b>Warrant Total:</b>		<b>550.44</b>

**FUND 2220 TOTAL: 550.44**

## FUND: 2230 Juvenile Justice Fund

**Warrant #: VW 00341451**

**Payee Name: ARAMARK CORRECTIONAL SERVICES**

5474000427	2230256118 - 5481199 Detention - Food Service Contract	1,953 69
5474000427	2230256119 - 5481199 Post Program - Food Service Contract	559 68
5474000427	2230256155 - 5481199 Juv Justice Alt Ed Program - Food Service Contract	81 64
<b>Warrant Total:</b>		<b>2,595.01</b>

**Warrant #: VW 00341452**

**Payee Name: ARMY SURPLUS WAREHOUSE INC**

614025	2230256119 - 5310001 Post Program - Depart Supplies-Non Cap FFE	673 56
<b>Warrant Total:</b>		<b>673.56</b>

**Warrant #: VW 00341511**

**Payee Name: GALVESTON COUNTY EMERGENCY**

20110321	2230256118 - 5423000 Detention - Maint/Repairs Equipment	216 09
<b>Warrant Total:</b>		<b>216.09</b>

**Warrant #: VW 00341519**

**Payee Name: HERNANDEZ, CARLOS**

03/20-25/11 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	104 55
<b>Warrant Total:</b>		<b>104.55</b>

**Warrant #: VW 00341588**

**Payee Name: TRAINING STRATEGIES INC**

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Invoice Number	Account Info	Amount
032511	2230256105 - 5495100 Juv Justice - Administration - Education	1,400.00
<b>Warrant Total:</b>		<b>1,400.00</b>
<b>FUND 2230 TOTAL:</b>		<b>4,989.21</b>

## FUND: 2301 Road & Bridge Fund

<b>Warrant #:</b> VW 00000159	<b>Payee Name:</b> KEYWORTHS HARDWARE INC	
000157061	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	26.49
000157843	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	21.02
000158572	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	25.97
000158688	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	8.98
000158695	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	11.57
<b>Warrant Total:</b>		<b>94.03</b>
<b>Warrant #:</b> VW 00341448	<b>Payee Name:</b> ALLEN, WINNIE	
MAR 2011 MLG	2301312110 - 5496100 Administration - Travel	22.66
<b>Warrant Total:</b>		<b>22.66</b>
<b>Warrant #:</b> VW 00341476	<b>Payee Name:</b> CHEMAX CORPORATION	
22388	2301312110 - 5310000 Administration - Supplies and Materials	14.90
<b>Warrant Total:</b>		<b>14.90</b>
<b>Warrant #:</b> VW 00341477	<b>Payee Name:</b> CHERRY CRUSHED CONCRETE	
131148	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	870.21
131290	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,312.77
<b>Warrant Total:</b>		<b>3,182.98</b>
<b>Warrant #:</b> VW 00341484	<b>Payee Name:</b> CLEVELAND ASPHALT PRODUCTS INC	
8467	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,161.28
8476	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	10,070.03
<b>Warrant Total:</b>		<b>20,231.31</b>
<b>Warrant #:</b> VW 00341500	<b>Payee Name:</b> DURWOOD GREENE CONSTRUCTION CO	
2 013111	2301000000 - 2070001 Road and Bridge Fund - Contract Payable Retainage	-2,339.16
2 013111	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	46,783.15
<b>Warrant Total:</b>		<b>44,443.99</b>
<b>Warrant #:</b> VW 00341514	<b>Payee Name:</b> GO ACCESSORIES	
234	2301312110 - 5310000 Administration - Supplies and Materials	88.95
<b>Warrant Total:</b>		<b>88.95</b>
<b>Warrant #:</b> VW 00341517	<b>Payee Name:</b> GUSTAFSON, TERRI	
MAR 2011 MLG	2301312110 - 5496100 Administration - Travel	67.99
<b>Warrant Total:</b>		<b>67.99</b>
<b>Warrant #:</b> VW 00341538	<b>Payee Name:</b> MARTIN RESOURCE MANAGEMENT	
280588	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,562.00
280589	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,562.00
280590	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,544.00
<b>Warrant Total:</b>		<b>10,668.00</b>

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Invoice Number	Account Info	Amount
<b>Warrant #: VW 00341539</b>	<b>Payee Name: MATTHEWS INC</b>	
53201	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	330 00
53202	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	796 00
	<b>Warrant Total:</b>	<b>1,126.00</b>
<b>Warrant #: VW 00341543</b>	<b>Payee Name: MCREE FORD INC</b>	
338528	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	41 12
340198	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	89 34
	<b>Warrant Total:</b>	<b>130 46</b>
<b>Warrant #: VW 00341546</b>	<b>Payee Name: MUNICIPAL SIGNS INC</b>	
0011434 1/25/11	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	271 60
	<b>Warrant Total:</b>	<b>271.60</b>
<b>Warrant #: VW 00341565</b>	<b>Payee Name: R B EVERETT &amp; CO</b>	
CM03921	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	-272 53
SI37860	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	322 11
	<b>Warrant Total:</b>	<b>49.58</b>
<b>Warrant #: VW 00341569</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
47760	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	34 65
47811	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	75 31
47886	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	37 28
47893	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	87 54
47928	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	10 28
47957	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	43 07
	<b>Warrant Total:</b>	<b>288.13</b>
<b>Warrant #: VW 00341570</b>	<b>Payee Name: SEASIDE ENTERPRISES INC</b>	
161003	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	23 16
161597	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	68 35
	<b>Warrant Total:</b>	<b>91.51</b>
<b>Warrant #: VW 00341573</b>	<b>Payee Name: SOUTHERN CRUSHED CONCRETE LLC</b>	
201105013	2301312120 - 5353015 FM & Lateral Road - Materials Asphalt Surface	23,676 61
	<b>Warrant Total:</b>	<b>23,676.61</b>
<b>Warrant #: VW 00341574</b>	<b>Payee Name: SOWA, DEBBIE</b>	
031711 MLG	2301312110 - 5496100 Administration - Travel	22 66
	<b>Warrant Total:</b>	<b>22.66</b>
<b>Warrant #: VW 00341575</b>	<b>Payee Name: SUN COAST RESOURCES INC</b>	
90865492	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	13,107 22
	<b>Warrant Total:</b>	<b>13,107.22</b>
<b>Warrant #: VW 00341595</b>	<b>Payee Name: WASTE MANAGEMENT INC</b>	
454268817912	2301312110 - 5481000 Administration - Contract Service	152 56
	<b>Warrant Total:</b>	<b>152.56</b>
<b>FUND 2301 TOTAL:</b>		<b>117,731.14</b>

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
<b>FUND: 2341 Road District #1</b>		
<b>Warrant #: VW 00341528</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
1352	2341313100 - 5310000 Road District #1 - Supplies and Materials	182.77
	<b>Warrant Total:</b>	<b>182.77</b>
<b>Warrant #: VW 00341537</b>	<b>Payee Name: MARINE CONNECTION SERVICES INC</b>	
027991	2341313100 - 5429001 Road District #1 - Repairs	1,856.39
	<b>Warrant Total:</b>	<b>1,856.39</b>
<b>FUND 2341 TOTAL:</b>		<b>2,039.16</b>
<b>FUND: 2370 Flood Control Fund</b>		
<b>Warrant #: VW 00341552</b>	<b>Payee Name: MUSTANG TRACTOR &amp; EQUIPMENT CO</b>	
PART2944703	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	3.70
	<b>Warrant Total:</b>	<b>3.70</b>
<b>Warrant #: VW 00341554</b>	<b>Payee Name: NGUYEN, DEAN</b>	
117917	2370000010 - 4412303 General Government - Building Inspector Fees	30.00
	<b>Warrant Total:</b>	<b>30.00</b>
<b>Warrant #: VW 00341569</b>	<b>Payee Name: SANTA FE AUTO PARTS INC</b>	
46958	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	1,151.62
47119	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	39.89
47139	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	18.00
47248	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	21.63
	<b>Warrant Total:</b>	<b>1,231.14</b>
<b>Warrant #: VW 00341579</b>	<b>Payee Name: TENNILLE INC</b>	
61871	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	45.00
	<b>Warrant Total:</b>	<b>45.00</b>
<b>Warrant #: VW 00341597</b>	<b>Payee Name: WELSH, MATTHEW SEAN</b>	
1/25-3/17/11 MLG	2370296110 - 5496301 Building Inspector - Auto Mileage	1,009.00
	<b>Warrant Total:</b>	<b>1,009.00</b>
<b>Warrant #: VW 00341599</b>	<b>Payee Name: WW GRAINGER INC</b>	
9489564741	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	232.72
	<b>Warrant Total:</b>	<b>232.72</b>
<b>FUND 2370 TOTAL:</b>		<b>2,551.56</b>
<b>FUND: 2410 Mosquito Control District Fund</b>		
<b>Warrant #: VW 00000158</b>	<b>Payee Name: BOB PAGAN FORD INC</b>	
366220	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	45.84
	<b>Warrant Total:</b>	<b>45.84</b>
<b>Warrant #: VW 00000159</b>	<b>Payee Name: KEYWORTHS HARDWARE INC</b>	
000149894 02021	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	27.61



# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
000158758	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	12 56
000159546	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	4 58
<b>Warrant Total:</b>		<b>44.75</b>

<b>Warrant #: VW 00341454</b>	<b>Payee Name: AUTOZONE INC</b>	
1579376068	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	3 59
<b>Warrant Total:</b>		<b>3.59</b>

<b>Warrant #: VW 00341464</b>	<b>Payee Name: BROOKSIDE EQUIP SALES INC</b>	
IL21282	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	37 86
<b>Warrant Total:</b>		<b>37 86</b>

<b>Warrant #: VW 00341486</b>	<b>Payee Name: COFEJO HARDWARE INC</b>	
265780	2410411100 - 5424000 Mosquito Control District - Maint & Repairs Buildings	46.44
<b>Warrant Total:</b>		<b>46.44</b>

<b>Warrant #: VW 00341528</b>	<b>Payee Name: KLEEN JANITORIAL SUPPLY COMPANY</b>	
1350	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	201 13
<b>Warrant Total:</b>		<b>201.13</b>

**FUND 2410 TOTAL: 379.61**

## FUND: 2501 Child Welfare Fund

<b>Warrant #: VW 00341568</b>	<b>Payee Name: ROSS</b>	
28184	2501443300 - 5312100 Child Welfare - Clothing Expense	423 68
<b>Warrant Total:</b>		<b>423.68</b>

<b>Warrant #: VW 00341578</b>	<b>Payee Name: TARGET STORES</b>	
MAR 11 STMT	2501443300 - 5312100 Child Welfare - Clothing Expense	279 01
MAR 11 STMT	2501443300 - 5449125 Child Welfare - Emergency Family Support	859 76
<b>Warrant Total:</b>		<b>1,138.77</b>

**FUND 2501 TOTAL: 1,562.45**

## FUND: 2601 Beach & Parks Fund

<b>Warrant #: VW 00341525</b>	<b>Payee Name: JRL SERVICES LLC</b>	
100544	2601544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100545	2601544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100546	2601544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
100547	2601544042 - 5481000 Beach Maintenance-Rd & Bridge - Contract Service	2,050 00
<b>Warrant Total:</b>		<b>8,200.00</b>

<b>Warrant #: VW 00341547</b>	<b>Payee Name: MUNRO'S UNIFORM SERVICES LTD</b>	
30254	2601522042 - 5312101 Beach Maintenance - Uniform Expense	4 25
<b>Warrant Total:</b>		<b>4.25</b>

<b>Warrant #: VW 00341558</b>	<b>Payee Name: PENINSULA SANITATION SERVICE INC</b>	
56399	2601544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00
56402	2601544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	450 00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
56404	2601544042 - 5421400 Beach Maintenance-Rd & Bridge - Refuse Disposal	900.00
Warrant Total:		1,800.00
Warrant #: VW 00341570 Payee Name: SEASIDE ENTERPRISES INC		
161462	2601544042 - 5310000 Beach Maintenance-Rd & Bridge - Supplies and Materials	76.36
Warrant Total:		76.36
FUND 2601 TOTAL:		10,080.61
FUND: 2824 Adult Probation Community		
Warrant #: VW 00341487 Payee Name: COLE PH.D., COLLIER M		
FEB 2011 SEX OFF	2824255137 - 5481000 Sex Offender Supervision - Contract Service	5,610.00
Warrant Total:		5,610.00
FUND 2824 TOTAL:		5,610.00
FUND: 2841 Juvenile Probation-State Aid		
Warrant #: VW 00341503 Payee Name: EFFINGER, ERIKA		
FEB 2011 MLG	2841256183 - 5496301 JPO Cash match - Auto Mileage	90.78
Warrant Total:		90.78
FUND 2841 TOTAL:		90.78
FUND: 2848 Juv Jst Alt Education Program		
Warrant #: VW 00341488 Payee Name: COLLEGE OF THE MAINLAND		
000441653	2848256143 - 5495095 Commitment Reduction Program C - Educational Programs	1,083.33
000441655	2848256143 - 5495095 Commitment Reduction Program C - Educational Programs	1,083.33
000441656	2848256143 - 5495095 Commitment Reduction Program C - Educational Programs	1,083.33
000441657	2848256143 - 5495095 Commitment Reduction Program C - Educational Programs	1,083.33
Warrant Total:		4,333.32
FUND 2848 TOTAL:		4,333.32
FUND: 2864 Auto Crimes Task Force Grant		
Warrant #: VW 00341509 Payee Name: FLEETCOR TECHNOLOGIES DBA CHEVRON		
29171463	2864211127 - 5322010 Auto Task Force - Auto Fuel Expense	232.58
Warrant Total:		232.58
Warrant #: VW 00341553 Payee Name: NEXTEL OF TEXAS INC		
990957730060	2864211127 - 5492111 Auto Task Force - Telephone Cellular	852.31
Warrant Total:		852.31
Warrant #: VW 00341589 Payee Name: TREASURE ISLAND TROPHIES		
44418	2864211127 - 5310001 Auto Task Force - Depart Supplies-Non Cap FFE	55.00
Warrant Total:		55.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
<b>Warrant #: VW 00341593</b>	<b>Payee Name: VERIZON</b>	
6555330732	2864211127 - 5492100 Auto Task Force - Wireless MCT Service	337.15
<b>Warrant Total:</b>		<b>337.15</b>
<b>FUND 2864 TOTAL:</b>		<b>1,477.04</b>

## FUND: 2921 Senior Citizens Grant Prog

<b>Warrant #: VW 00341592</b>	<b>Payee Name: VALLEY SERVICES INC</b>	
IVC000000145499	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	1,429.75
IVC000000145810	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	2,013.69
IVC000000146050	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	2,091.95
IVC000000146365	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	1,728.90
IVC000000146738	2921451156 - 5448117 Title IIIC - Raw Food/Congregate	425.34
<b>Warrant Total:</b>		<b>7,689.63</b>
<b>FUND 2921 TOTAL:</b>		<b>7,689.63</b>

## FUND: 2923 Texas Feeding Texans

<b>Warrant #: VW 00341592</b>	<b>Payee Name: VALLEY SERVICES INC</b>	
IVC000000145499	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	1,920.38
IVC000000145501	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	3,880.08
IVC000000145810	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	3,193.61
IVC000000145811	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	5,503.12
IVC000000146050	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	3,196.62
IVC000000146051	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	4,555.29
IVC000000146365	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	2,503.08
IVC000000146366	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	4,231.95
IVC000000146738	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	780.30
IVC000000146740	2923451184 - 5314103 Texas Feeding Texans - Food - Supplemental	485.01
<b>Warrant Total:</b>		<b>30,249.44</b>
<b>FUND 2923 TOTAL:</b>		<b>30,249.44</b>

## FUND: 2974 FY09 Recovery Act Justice Asst

<b>Warrant #: VW 00341483</b>	<b>Payee Name: CITY OF LAMARQUE</b>	
2009 JAG REC GT	2974211114 - 5415207 FY09 Recvry Act Jst Asst Grnt - Interlocal Agreement-LaMa	51,083.00
2009 JAG REC GT	2974211114 - 5415210 FY09 Recvry Act Jst Asst Grnt - Interlocal-Texas City	30,124.06
<b>Warrant Total:</b>		<b>81,207.06</b>
<b>FUND 2974 TOTAL:</b>		<b>81,207.06</b>

## FUND: 2994 Disaster Recovery - Ike

<b>Warrant #: VW 00341470</b>	<b>Payee Name: CDW GOVERNMENT INC</b>	
WTV0603	2994299000 - 5481000 Administration - Contract Service	315.40

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
<b>Warrant Total:</b>		<b>315.40</b>
<b>Warrant #. VW 00341475</b>	<b>Payee Name: CHARLES D GOODEN CONSULTING ENGINEERS,</b>	
20114003	2994299354 - 5481000 Engineering for Bolivar - Contract Service	21,778 15
<b>Warrant Total:</b>		<b>21,778 15</b>
<b>Warrant #: VW 00341500</b>	<b>Payee Name: DURWOOD GREENE CONSTRUCTION CO</b>	
2 013111	2994000000 - 2070001 Disaster Recovery - Ike - Contract Payable Retainage	-8,049 67
2 013111	2994299324 - 5425025 Road & Bridge Pr-Port Bolivar - Strand Ave - Port Boliva	10,197 45
2 013111	2994299324 - 5425026 Road & Bridge Pr-Port Bolivar - Ocean View Dr - Port Boli	7,650 00
2 013111	2994299324 - 5425289 Road & Bridge Pr-Port Bolivar - Conn Road Port Bolivar	2,929 95
2 013111	2994299324 - 5425290 Road & Bridge Pr-Port Bolivar - Bush Road Port Bolivar	2,549 97
2 013111	2994299324 - 5425291 Road & Bridge Pr-Port Bolivar - Barge Terminal Port Boliv	4,039 20
2 013111	2994299324 - 5425292 Road & Bridge Pr-Port Bolivar - Johnson Slip Road Port Bo	6,011 20
2 013111	2994299324 - 5425298 Road & Bridge Pr-Port Bolivar - Verdia Drive Port Bolivar	10,829 00
2 013111	2994299324 - 5425299 Road & Bridge Pr-Port Bolivar - Biloxi Road Port Bolivar	2,143 70
2 013111	2994299324 - 5425302 Road & Bridge Pr-Port Bolivar - Padre Island Port Bolivar	4,121 65
2 013111	2994299357 - 5425357 Galveston Ave Port Bolivar - Galveston Avenue Port Boliva	5,722 20
2 013111	2994299361 - 5425024 North & South Boyt Rd Port Blv - Boyt Road - Port Bolivar	47,055 92
2 013111	2994299362 - 5425027 Gulf Coast Dr Port Bolivar - Gulf Coast Dr - Port Bolivar	41,547 92
2 013111	2994299363 - 5425029 Helen Blvd Port Bolivar - Helen Blvd - Port Bolivar	16,195 05
<b>Warrant Total:</b>		<b>152,943.54</b>
<b>FUND 2994 TOTAL:</b>		<b>175,037.09</b>
<b>FUND: 3120 Limited Tax Cnty Bldg Bds Sr09</b>		
<b>Warrant #. VW 00341492</b>	<b>Payee Name: CRESCENT ENGINEERING COMPANY INC</b>	
5 031311	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-11,136 99
5 031311	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	222,739 82
<b>Warrant Total:</b>		<b>211,602.83</b>
<b>FUND 3120 TOTAL:</b>		<b>211,602.83</b>
<b>FUND: 3310 Pass Thru Toll Rv Lt Rv BdSr07</b>		
<b>Warrant #: VW 00341590</b>	<b>Payee Name: TRIPLE B SERVICES LLP</b>	
10 031011	3310315162 - 5731015 Pass Thru Toll Rv LtTxBdSr07 - 646 Pass Thru Toll Rd Proj	544,090 66
<b>Warrant Total:</b>		<b>544,090.66</b>
<b>FUND 3310 TOTAL:</b>		<b>544,090.66</b>
<b>FUND: 3312 Unltd Tax Road Bonds Sr 2009</b>		
<b>Warrant #. VW 00341465</b>	<b>Payee Name: BROWN &amp; GAY ENGINEERS, INC.</b>	
211167	3312312111 - 5731173 Non-County Roads - 6th Street	19,416 45
311139	3312312111 - 5731173 Non-County Roads - 6th Street	6,814 05
<b>Warrant Total:</b>		<b>26,230.50</b>
<b>Warrant #: VW 00341531</b>	<b>Payee Name: LEO A DALY COMPANY</b>	

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
08	3312312111 - 5731136 Non-County Roads - Ave H	59,666.71
<b>Warrant Total:</b>		<b>59,666.71</b>

<b>Warrant #:</b> VW 00341576	<b>Payee Name:</b> SWCA INC	
16569010	3312312112 - 5731144 County Road - Ft Travis Park	329.08
<b>Warrant Total:</b>		<b>329.08</b>

**FUND 3312 TOTAL: 86,226.29**

## FUND: 3370 Ltd Tax Flood Control Bds Sr09

<b>Warrant #:</b> VW 00341510	<b>Payee Name:</b> GALVESTON COUNTY CONSOLIDATED	
081009	3370313202 - 5734252 County Flood Control Projects - Dickinson Bayou Proj	140,666.81
081011	3370313202 - 5734252 County Flood Control Projects - Dickinson Bayou Proj	226,379.44
<b>Warrant Total:</b>		<b>367,046.25</b>

**FUND 3370 TOTAL: 367,046.25**

## FUND: 6123 Group Insurance Fund

<b>Warrant #:</b> VW 00341469	<b>Payee Name:</b> CAREHERE LLC	
5206	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	24,136.79
5325	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	19,321.15
5345	6123155021 - 5417208 Group Insurance - CareHere Supplemental Fee	3,875.30
5432	6123155021 - 5417207 Group Insurance - CareHere Program Fee	23,650.00
<b>Warrant Total:</b>		<b>70,983.24</b>

**FUND 6123 TOTAL: 70,983.24**

## FUND: 7605 Escrow Fund

<b>Warrant #:</b> VW 00341501	<b>Payee Name:</b> DUSHANE, BRENDA	
SHRF SL 031611	7605000000 - 2495789 Escrow Fund - Tx SI 10TX0253	500.00
SHRF SL 031611	7605000000 - 2495790 Escrow Fund - Tx SI 10TX0313	500.00
<b>Warrant Total:</b>		<b>1,000.00</b>

<b>Warrant #:</b> VW 00341542	<b>Payee Name:</b> MCDONALDS	
305807 032511	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	800.00
<b>Warrant Total:</b>		<b>800.00</b>

<b>Warrant #:</b> VW 00341549	<b>Payee Name:</b> MURRAY, JASON	
3/1/11 SHRF SLS	7605000000 - 2495787 Escrow Fund - TX SL 05TX0876	718.50
3/1/11 SHRF SLS	7605000000 - 2495789 Escrow Fund - Tx SI 10TX0253	16,432.10
3/1/11 SHRF SLS	7605000000 - 2495790 Escrow Fund - Tx SI 10TX0313	175.37
3/1/11 SHRF SLS	7605000000 - 2495791 Escrow Fund - Tx SI 10TX0423	19,848.17
<b>Warrant Total:</b>		<b>37,174.14</b>

<b>Warrant #:</b> VW 00341551	<b>Payee Name:</b> MURRAY, JASON	
3/1/11 SHRF SL	7605000000 - 2495787 Escrow Fund - TX SL 05TX0876	918.00
3/1/11 SHRF SL	7605000000 - 2495788 Escrow Fund - Tx SI 07TX0558	723.00

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

Invoice Number	Account Info	Amount
3/1/11 SHRF SL	7605000000 - 2495789 Escrow Fund - Tx SI 10TX0253	356 00
3/1/11 SHRF SL	7605000000 - 2495790 Escrow Fund - Tx SI 10TX0313	356 00
3/1/11 SHRF SL	7605000000 - 2495791 Escrow Fund - Tx SI 10TX0423	522 00
Warrant Total:		2,875.00
Warrant #: VW 00341561 Payee Name: POOR, SHERIFF FREDDIE		
SHRF SL 030111	7605000000 - 2495787 Escrow Fund - TX SL 05TX0876	719 24
SHRF SL 030111	7605000000 - 2495788 Escrow Fund - Tx SI 07TX0558	680 84
SHRF SL 030111	7605000000 - 2495789 Escrow Fund - Tx SI 10TX0253	657 80
SHRF SL 030111	7605000000 - 2495790 Escrow Fund - Tx SI 10TX0313	941 96
SHRF SL 030111	7605000000 - 2495791 Escrow Fund - Tx SI 10TX0423	903 56
Warrant Total:		3,903.40
Warrant #: VW 00341577 Payee Name: TARGET - GULF FREEWAY SOUTH		
307268 032511	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	200 00
Warrant Total:		200.00
Warrant #: VW 00341580 Payee Name: TEXAS CITY ISD		
SHRF SL 030111	7605000000 - 2495788 Escrow Fund - Tx SI 07TX0558	731 16
Warrant Total:		731.16
Warrant #: VW 00341582 Payee Name: TEXAS DEPARTMENT OF PUBLIC SAFETY		
305754 031811	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	40 00
305754 032211	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	100 00
Warrant Total:		140.00
Warrant #: VW 00341584 Payee Name: TEXAS PARKS AND WILDLIFE DEPT		
FEB 11 JP6 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	1,419 50
Warrant Total:		1,419.50
Warrant #: VW 00341585 Payee Name: TEXAS PARKS AND WILDLIFE DEPT		
FEB 11 JP7 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	312 00
Warrant Total:		312.00
FUND 7605 TOTAL:		48,555.20

## ***Galveston County, Texas***

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

### **Summary of All Funds**

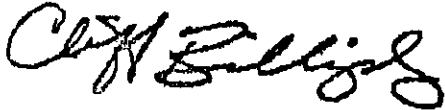
<u>Fund</u>	<u>Amount</u>
1101 General Fund	361,819 94
2220 Adult Probation Fund	550 44
2230 Juvenile Justice Fund	4,989 21
2301 Road & Bridge Fund	117,731 14
2341 Road District #1	2,039 16
2370 Flood Control Fund	2,551 56
2410 Mosquito Control District Fund	379 61
2501 Child Welfare Fund	1,562 45
2601 Beach & Parks Fund	10,080 61
2824 Adult Probation Community	5,610 00
2841 Juvenile Probation-State Aid	90 78
2848 Juv Jst Alt Education Program	4,333 32
2864 Auto Crimes Task Force Grant	1,477 04
2921 Senior Citizens Grant Prog	7,689 63
2923 Texas Feeding Texans	30,249 44
2974 FY09 Recovery Act Justice Asst	81,207 06
2994 Disaster Recovery - Ike	175,037 09
3120 Limited Tax Cnty Bldg Bds Sr09	211,602 83
3310 Pass Thru Toll Rv Lt Rv BdSr07	544,090 66
3312 Unltd Tax Road Bonds Sr 2009	86,226 29
3370 Ltd Tax Flood Control Bds Sr09	367,046 25
6123 Group Insurance Fund	70,983 24
7605 Escrow Fund	48,555 20

**Grand Total: 2,135,902.95**

# Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 04/05/2011

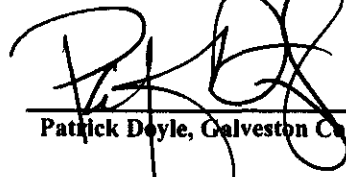
Approved Order to pay by Commissioners Court this day April 5, 2011.



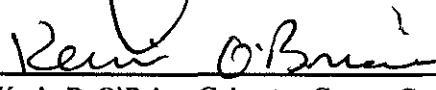
Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



Patrick Doyle, Galveston County Commissioner, Pct 1



Kevin D. O'Brien, Galveston County Commissioner, Pct 2

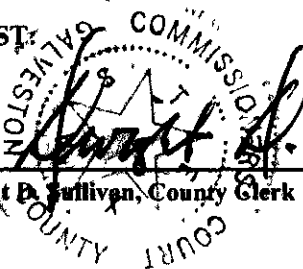


Stephen D. Holmes, Galveston County Commissioner, Pct 3



Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight D. Sullivan, County Clerk



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00341445	702471	ABL MANAGEMENT INC	04/05/11	36,096 07	MW	OH	
AP00341446	705324	ADKINS, CAROLYN	04/05/11	27 25	MW	OH	
AP00341447	704617	AGUIAR, PEDRO	04/05/11	100 00	MW	OH	RE
AP00341448	403919	ALLEN, WINNIE	04/05/11	22 66	MW	OH	
AP00341449	709099	ALLIED FIRE PROTECTION LP	04/05/11	875 00	MW	OH	
AP00341450	709811	AMERIWASTE OF TEXAS LLC	04/05/11	1 108 67	MW	OH	
AP00341451	702474	ARAMARK CORRECTIONAL SERVICES	04/05/11	2,595 01	MW	OH	
AP00341452	708942	ARMY SURPLUS WAREHOUSE INC	04/05/11	673 56	MW	OH	
AP00341453	431891	ASHTON PARK APT	04/05/11	100 00	MW	OH	RE
AP00341454	712485	AUTOZONE INC	04/05/11	3 59	MW	OH	
AP00341455	710718	B L ALEXANDER ENTERPRISES IN	04/05/11	675 00	MW	OH	
AP00341456	709910	BARNETT, STEPHANIE B	04/05/11	123 50	MW	OH	B7
AP00341457	713036	BARRETT DAFFIN FRAPPIER TURNER	04/05/11	5 00	MW	OH	
AP00341458	700686	BFI WASTE SERVICES OF TEXAS L	04/05/11	197 87	MW	OH	
AP00341459	705535	BLEYL, AMY RUTH WILSON	04/05/11	130 00	MW	OH	B7
AP00341460	708352	BONDED MAINTENANCE COMPANY	04/05/11	1 120 67	MW	OH	
AP00341461	401759	BOSWORTH PAPERS INC	04/05/11	851 25	MW	OH	
AP00341462	711335	BRICE VANDER LINDEN AND WERNI	04/05/11	10 00	MW	OH	
AP00341463	702559	BRIGGS, LYNETTE	04/05/11	585 00	MW	OH	B7
AP00341464	024240	BROOKSIDE EQUIP SALES INC	04/05/11	214 96	MW	OH	
AP00341465	711498	BROWN & GAY ENGINEERS, INC	04/05/11	26 230 50	MW	OH	
AP00341466	709370	BROWN, ADAM BANKS	04/05/11	201 50	MW	OH	B7
AP00341467	713024	BROWN, RAYMOND L	04/05/11	171 36	MW	OH	
AP00341468	713169	BROWNSTEIN, RON	04/05/11	12 00	MW	OH	
AP00341469	708822	CAREHERE LLC	04/05/11	70,983 24	MW	OH	
AP00341470	701478	CDW GOVERNMENT INC	04/05/11	410 65	MW	OH	
AP00341471	706933	CEDRICK L MUHAMMAD PC	04/05/11	357 50	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To	Note
=====	=====	=====	=====	=====	=====	=====	=====	=====
AP00341472	713160	CELEBRITY TITLE	04/05/11	84 00	MW	OH		
AP00341473	407782	CENTERPOINT ENERGY	04/05/11	258 22	MW	OH		
AP00341474	702429	CHAIR TAI CHI	04/05/11	420 00	MW	OH		
AP00341475	712405	CHARLES D GOODEN CONSULTING EN	04/05/11	21,778 15	MW	OH		
AP00341476	711045	CHEMAX CORPORATION	04/05/11	14 90	MW	OH		
AP00341477	712596	CHERRY CRUSHED CONCRETE	04/05/11	3,182 98	MW	OH		
AP00341478	711264	CHICAGO TITLE	04/05/11	12 00	MW	OH		
AP00341479	705613	CITATION SOLUTIONS INC	04/05/11	2 000 00	MW	OH		
AP00341480	033985	CITY OF GALVESTON	04/05/11	189 33	MW	OH		
AP00341481	033985	CITY OF GALVESTON	04/05/11	200 00	MW	OH		
AP00341482	033209	CITY OF LA MARQUE	04/05/11	266 02	MW	OH		
AP00341483	700433	CITY OF LAMARQUE	04/05/11	81,207 06	MW	OH		
AP00341484	710180	CLEVELAND ASPHALT PRODUCTS IN	04/05/11	20,231 31	MW	OH		
AP00341485	709359	COBURN SUPPLY COMPANY INC	04/05/11	41 91	MW	OH		
AP00341486	223732	COPEJO HARDWARE INC	04/05/11	46 44	MW	OH		
AP00341487	034124	COLE PH D , COLLIER M	04/05/11	5,610 00	MW	OH		B7
AP00341488	034785	COLLEGE OF THE MAINLAND	04/05/11	4,333 32	MW	OH		
AP00341489	713167	COMMONWEALTH TITLE OF HOUSTON	04/05/11	12 00	MW	OH		
AP00341490	705337	CONZ, GLORIA	04/05/11	750 00	MW	OH		
AP00341491	400896	COOK DAVID	04/05/11	333 00	MW	OH		B7
AP00341492	709896	CRESCENT ENGINEERING COMPANY	04/05/11	211,602 83	MW	OH		
AP00341493	713244	D&C INVESTMENTS	04/05/11	100 00	MW	OH		RE
AP00341494	711270	DAUGHTRY & JORDAN	04/05/11	5 00	MW	OH		
AP00341495	409822	DEAN, C B	04/05/11	205 00	MW	OH		
AP00341496	409861	DIAMOND SHAMROCK	04/05/11	413 28	MW	OH		
AP00341497	706153	DIAZ, MARK A	04/05/11	715 00	MW	OH		B7
AP00341498	706718	DOLPHIN CHEMICAL & SUPPLY COM	04/05/11	2,156 50	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00341499	045286	DUCOTE JAMES	04/05/11	260 00	MW	OH	B7
AP00341500	044255	DURWOOD GREENE CONSTRUCTION C	04/05/11	197,387 53	MW	OH	
AP00341501	703381	DUSHANE, BRENDA	04/05/11	1,000 00	MW	OH	
AP00341502	711426	EAN HOLDINGS LLC	04/05/11	117 76	MW	OH	
AP00341503	707318	EFFINGER, ERIKA	04/05/11	90 78	MW	OH	
AP00341504	711189	FANNING AND FANNING PLLC	04/05/11	357 50	MW	OH	B7
AP00341505	062067	FEDEX CORP	04/05/11	94 09	MW	OH	
AP00341506	705962	FERRINO, RICHARD	04/05/11	75 00	MW	OH	
AP00341507	713159	FIDELITY NATIONAL TITLE	04/05/11	8 00	MW	OH	
AP00341508	711019	FINEGAN, SAMUEL K	04/05/11	2,567 50	MW	OH	B7
AP00341509	710210	FLEETCOR TECHNOLOGIES DBA CHE	04/05/11	232 58	MW	OH	
AP00341510	706177	GALVESTON COUNTY CONSOLIDATED	04/05/11	367,046 25	MW	OH	
AP00341511	700476	GALVESTON COUNTY EMERGENCY CO	04/05/11	216 09	MW	OH	
AP00341512	710407	GERALD R YOAKUM PC	04/05/11	214 50	MW	OH	B7
AP00341513	706770	GHOOGOMU, WILLIAM T	04/05/11	130 00	MW	OH	B7
AP00341514	707726	GO ACCESSORIES	04/05/11	88 95	MW	OH	
AP00341515	709134	GRAHAM, CARMEN A	04/05/11	260 00	MW	OH	B7
AP00341516	710889	GUESS, DENISE	04/05/11	199 65	MW	OH	
AP00341517	709059	GUSTAFSON TERRI	04/05/11	67 99	MW	OH	
AP00341518	712993	HENRY, MARK	04/05/11	238 01	MW	OH	
AP00341519	406612	HERNANDEZ, CARLOS	04/05/11	104 55	MW	OH	
AP00341520	707488	IBRAHIM & ELLIOTT LLP	04/05/11	958 75	MW	OH	B7
AP00341521	712863	IRESON LONSFORD O JR	04/05/11	8 00	MW	OH	
AP00341522	709951	JIMENEZ JOAQUIN	04/05/11	841 75	MW	OH	B7
AP00341523	701979	JONES LAW FIRM	04/05/11	882 50	MW	OH	B7
AP00341524	701243	JONES, STACEY LEE	04/05/11	438 75	MW	OH	B7
AP00341525	708663	JRL SERVICES LLC	04/05/11	8 200 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00341526	711495	KAFI LAW	04/05/11	305 50	MW	OH	B7
AP00341527	712851	KELLY LA'NEISHA K	04/05/11	223 52	MW	OH	
AP00341528	402386	KLEEN JANITORIAL SUPPLY COMPA	04/05/11	1,496 52	MW	OH	
AP00341529	711173	LAW FIRM OF TOT KIM LE	04/05/11	1,553 00	MW	OH	B7
AP00341530	705777	LEATHERS, BILL	04/05/11	1 501 60	MW	OH	B7
AP00341531	711564	LEO A DALY COMPANY	04/05/11	59 666 71	MW	OH	
AP00341532	123026	LIGGIOS TIRE AND SERVICE CENT	04/05/11	844 48	MW	OH	
AP00341533	707090	LINEBARGER GOGGAN BLAIR & SAM	04/05/11	6,540 03	MW	OH	
AP00341534	705152	LOVE, PAUL	04/05/11	325 00	MW	OH	B7
AP00341535	710563	LUCK COMPANY, THE	04/05/11	595 00	MW	OH	
AP00341536	706519	MAINLAND CROSSING	04/05/11	129 00	MW	OH	RE
AP00341537	710877	MARINE CONNECTION SERVICES IN	04/05/11	1,856 39	MW	OH	
AP00341538	710378	MARTIN RESOURCE MANAGEMENT CO	04/05/11	10,668 00	MW	OH	
AP00341539	131391	MATTHEWS INC	04/05/11	1,126 00	MW	OH	
AP00341540	705185	MAUZY, BRUCE	04/05/11	1,072 50	MW	OH	B7
AP00341541	713137	MCCLELLAN, LYN	04/05/11	3,253 63	MW	OH	B7
AP00341542	713260	MCDONALDS	04/05/11	800 00	MW	OH	
AP00341543	131029	MCREE FORD INC	04/05/11	130 46	MW	OH	
AP00341544	134270	MORA JR J T	04/05/11	145 00	MW	OH	
AP00341545	134056	MOTOROLA SOLUTIONS INC	04/05/11	375 00	MW	OH	
AP00341546	193151	MUNICIPAL SIGNS INC	04/05/11	271 60	MW	OH	
AP00341547	710385	MUNKO'S UNIFORM SERVICES LTD	04/05/11	628 91	MW	OH	
AP00341548	712990	MURRAY JASON	04/05/11	18,173 08	MW	OH	
AP00341549	712990	MURRAY, JASON	04/05/11	37,174 14	MW	OH	
AP00341550	712990	MURRAY, JASON	04/05/11	995 25	MW	OH	
AP00341551	712990	MURRAY, JASON	04/05/11	2,875 00	MW	OH	
AP00341552	404669	MUSTANG TRACTOR & EQUIPMENT C	04/05/11	3 70	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00341553	407073	NEXTEL OF TEXAS INC	04/05/11	852 31	MW	OH	
AP00341554	713239	NGUYEN, DEAN	04/05/11	30 00	MW	OH	
AP00341555	711213	NRG ENERGY INC	04/05/11	206,782 57	MW	OH	
AP00341556	401873	OTIS ELEVATOR CO CORP	04/05/11	2,774 82	MW	OH	
AP00341557	705290	PALMER MICHAEL	04/05/11	950 00	MW	OH	B7
AP00341558	705136	PENINSULA SANITATION SERVICE	04/05/11	1,800 00	MW	OH	
AP00341559	405652	PERDUE BRANDON FIELDER COLLIN	04/05/11	8 00	MW	OH	EX
AP00341560	713163	PFM LLC	04/05/11	14 00	MW	OH	
AP00341561	406092	POOR, SHERIFF FREDDIE	04/05/11	3 903 40	MW	OH	
AP00341562	713166	PORTS AMERICA SERVICES INC	04/05/11	8 00	MW	OH	
AP00341563	706331	PRINTECH INC	04/05/11	783 00	MW	OH	
AP00341564	712242	PROSTAR SERVICES INC	04/05/11	62 90	MW	OH	
AP00341565	055012	R B EVERETT & CO	04/05/11	49 58	MW	OH	
AP00341566	713168	RIEBSCHLAGER, GARY M	04/05/11	28 00	MW	OH	
AP00341567	710229	ROBINSON, JARED	04/05/11	86 19	MW	OH	
AP00341568	704853	ROSS	04/05/11	423 68	MW	OH	
AP00341569	191023	SANTA FE AUTO PARTS INC	04/05/11	2,054 00	MW	OH	
AP00341570	192146	SEASIDE ENTERPRISES INC	04/05/11	167 87	MW	OH	
AP00341571	713162	SHEARER, DEAN P	04/05/11	5 00	MW	OH	
AP00341572	704289	SOLUTIONS4SURE COM INC	04/05/11	113 82	MW	OH	
AP00341573	408831	SOUTHERN CRUSHED CONCRETE LLC	04/05/11	23 676 61	MW	OH	
AP00341574	701024	SOWA, DEBBIE	04/05/11	22 66	MW	OH	
AP00341575	405722	SUN COAST RESOURCES INC	04/05/11	23,199 62	MW	OH	
AP00341576	712238	SWCA INC	04/05/11	329 08	MW	OH	
AP00341577	713261	TARGET - GULF FREEWAY SOUTH	04/05/11	200 00	MW	OH	
AP00341578	406738	TARGET STORES	04/05/11	1,138 77	MW	OH	
AP00341579	202804	TENNILLE INC	04/05/11	45 00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00341580	403216	TEXAS CITY ISD	04/05/11	731 16	MW	OH	
AP00341581	408901	TEXAS DEPARTMENT OF CRIMINAL	04/05/11	550 44	MW	OH	
AP00341582	401245	TEXAS DEPARTMENT OF PUBLIC SA	04/05/11	140 00	MW	OH	
AP00341583	701189	TEXAS ENVIRONMENTAL LAW ENFOR	04/05/11	80 00	MW	OH	
AP00341584	202267	TEXAS PARKS AND WILDLIFE DEPT	04/05/11	1,419 50	MW	OH	
AP00341585	202267	TEXAS PARKS AND WILDLIFE DEPT	04/05/11	312 00	MW	OH	
AP00341586	713161	THE WOODFOREST NATIONAL BANK	04/05/11	8 00	MW	OH	
AP00341587	704696	TOMMIE VAUGHN MOTORS INC	04/05/11	26 833 00	MW	OH	
AP00341588	704707	TRAINING STRATEGIES INC	04/05/11	1,400 00	MW	OH	
AP00341589	204479	TREASURE ISLAND TROPHIES	04/05/11	55 00	MW	OH	
AP00341590	711227	TRIPLE B SERVICES LLP	04/05/11	544,090 66	MW	OH	
AP00341591	701538	UNITED PARCEL SERVICE	04/05/11	43 98	MW	OH	
AP00341592	703768	VALLEY SERVICES INC	04/05/11	37,939 07	MW	OH	
AP00341593	406603	VERIZON	04/05/11	337 15	MW	OH	
AP00341594	231209	WALMART	04/05/11	85 95	MW	OH	
AP00341595	402963	WASTE MANAGEMENT INC	04/05/11	3,947 03	MW	OH	
AP00341596	701863	WEBER, WINIFRED B	04/05/11	1,560 00	MW	OH	B7
AP00341597	700273	WELSH, MATTHEW SEAN	04/05/11	1,009 00	MW	OH	
AP00341598	701533	WEST PUBLISHING CORPORATION	04/05/11	34 00	MW	OH	
AP00341599	401705	WM GRAINGER INC	04/05/11	232 72	MW	OH	

Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note  
=====

S U B T O T A L S					
Total Void Machine Written		0 00	Number of Checks Processed	0	
Total Void Hand Written		0 00	Number of Checks Processed	0	
Total Machine Written		2125 183 10	Number of Checks Processed	155	
Total Hand Written		0 00	Number of Checks Processed	0	
Total Reversals		0 00	Number of Checks Processed	0	
Total Cancelled		0 00	Number of Checks Processed	0	
S U B T O T A L					
		2125,183 10			

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
PT00000157	404603	BAKER, STEPHEN W	04/05/11	978 50	CX	OH	B7
PT00000158	161059	BOB PAGAN FORD INC	04/05/11	9,602 57	CX	OH	
PT00000159	403006	KEYWORTHS HARDWARE INC	04/05/11	138 78	CX	OH	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	0
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	0 00	Number of Checks Processed	0
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	10,719 85	Number of Checks Processed	3
S U B T O T A L	10,719 85		



Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note  
=====

GRAND TOTALS

Total Void Machine Written 0 00 Number of Checks Processed 0

Total Void Hand Written 0 00 Number of Checks Processed 0

Total Machine Written 2125,183 10 Number of Checks Processed 155

Total Hand Written 0 00 Number of Checks Processed 0

Total Reversals 0 00 Number of Checks Processed 0

Total Cancelled 10,719 85 Number of Checks Processed 3

GRAND TOTAL 2135 902 95

AGENDA

ITEM

#1b

## ORDER

On this the 5th day of April 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A Henry, County Judge  
Patrick Doyle, Commissioner, Precinct No 1  
Kevin D O'Brien, Commissioner, Precinct No 2  
Stephen Holmes, Commissioner, Precinct No 3  
Ken Clark, Commissioner, Precinct No 4 and  
Dwight D Sullivan, County Clerk

when the following proceedings, among others, were had to-wit

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending March 30th, 2011 and being salary warrant numbers PY0332334 through PY0332349 and EFT90295010 through EFT90296344. The gross amount of such warrants are estimated \$ 2,819,541.19 for Biweekly Payroll #07, 2011.

UPON MOTION OF COUNTY ~~COMMISSIONER~~ COUNTY JUDGE HENRY AND SECONDED


BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 5TH DAY

OF APRIL, 2011 with 5 votes cast in favor thereof and 0 votes cast against

COUNTY OF GALVESTON, TEXAS

  
Mark A Henry, County Judge

ATTEST

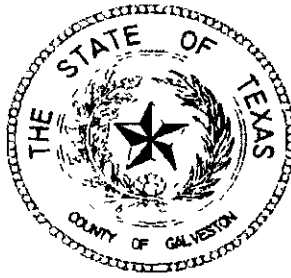
  
Dwight D Sullivan  
County Clerk

  
RECOMMENDED

Cliff Billingsley, CPA  
County Auditor

# AGENDA ITEM

#1c



## **COUNTY OF GALVESTON**

### **MEMORANDUM**

March 25, 2011

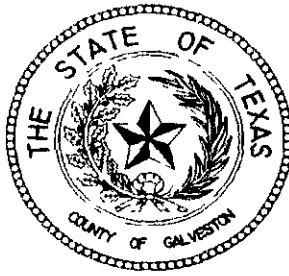
To Patricia Grady  
County Judge's Office

FROM: Tony Pompa  
Auditor's Office

SUBJECT: Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda.

If you should have any question please call me at extension 5327.



## ORDER

On this the 5th day of April, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge  
Patrick F. Doyle, Commissioner, Precinct No. 1  
Kevin O'Brien, Commissioner, Precinct No. 2  
Stephen Holmes, Commissioner, Precinct No. 3  
Ken Clark, Commissioner, Precinct No. 4 and  
Dwight D. Sullivan, County Clerk

When the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Workers' Compensation claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by The Littleton Group for the month ending January 31, 2011 the gross amount of such payment being \$89,971.79

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ <sup>JUDGE</sup> HENRY AND SECONDED BY COMMISSIONER O'BRIEN the above order was passed this 5th DAY OF April, 2011 with 5 votes cast in favor thereof and 0 votes cast against.



Dwight D. Sullivan  
County Clerk

County of Galveston, Texas

*Mark Henry*  
Mark Henry, County Judge,

RECOMMENDED:

*Cliff Billingsley*

Cliff Billingsley, CPA  
County Auditor

COUNTY OF GALVESTON  
AUDITOR'S OFFICE - ACCOUNTING DIVISION  
LITTLETON GROUP - MNB # 3010009748  
GALVESTON COUNTY FUNDED WORKER'S COMPENSATION  
BANK RECONCILIATION (IFAS 6124-000000-1013055)  
January 31, 2011

	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	\$ 11,300.49	\$ 105,200.66	\$ 77,371.98	\$ 39,129.17
DEPOSITS IN TRANSIT				
PRIOR MONTH				
OUTSTANDING CHECKS				
PRIOR MONTH				
	27,334.09	(27,334.09)	(27,334.09)	-
CURRENT MONTH	39,933.90		39,933.90	(39,933.90)
Bank Adjustments				
2/15,16/10 Adj for unknown OS cks, Treas- Littleton Admin ran test ck file - cks unissued & await clearing by Treas	2,255.68			2,255.68
ADJUSTED BALANCES PER BANK	\$ (13,777.92)	\$ 105,200.66	\$ 89,971.79	\$ 1,450.95

	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	\$ (14,819.10)	\$ 105,178.38	\$ 89,971.79	\$ 387.49
Book Adjustments				
10/13/10 Cks 12402 & 12415 Reversed	1,041.18			1,041.18
Interest				
Jan -11		22.28		22.28
ADJUSTED BALANCES PER THE BOOKS	\$ (13,777.92)	\$ 105,200.66	\$ 89,971.79	\$ 1,450.95



ACCOUNT NUMBER  
ENCL

3010009748  
94

GALVESTON COUNTY  
LITTLETON GROUP WORKERS COMP  
\*\*\*\*\*  
\*\*SEND TO ANNEX BUILDING\*\*  
\*\*\*\*\*

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET  
GO TO THE LOGIN PAGE AT WWW MOODYBANK COM FOR INFORMATION ON THIS NEW FEATURE

#### CHECKING ACCOUNTS

\*\*\*VIEW OUR PRIVACY STATEMENT ONLINE AT WWW MOODYBANK COM\*\*\*

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	94
ACCOUNT NUMBER	3010009748	Statement Dates	1/01/11 thru 1/31/11
PREVIOUS BALANCE	11,300.49	DAYS IN THE STMT PERIOD	31
15 DEPOSITS/CREDITS	105,178.38	AVERAGE DAILY BALANCE	17,493.07
94 CHECKS/DEBITS	77,371.98	AVERAGE COLLECTED BAL	17,493.07
SERVICE CHARGE	00	Interest Earned	22.28
INTEREST PAID	22.28	Annual Percentage Yield Earned	1.51%
CURRENT BALANCE	39,129.17	2011 Interest Paid	22.28

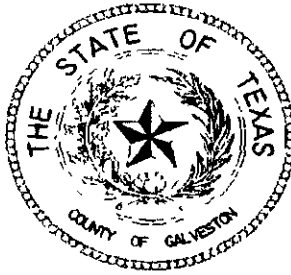
	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	\$ 00	\$ 00
TOTAL INSUFFICIENT ITEM FEES	\$ .00	\$ .00



AGENDA

ITEM

#1d



## **COUNTY OF GALVESTON**

### **MEMORANDUM**

March 25, 2011

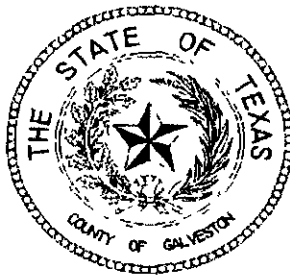
To. Patricia Grady  
County Judge's Office

FROM: Tony Pompa  
Auditor's Office

SUBJECT: Commissioners' Court Agenda

Please include the following item to the next Commissioners' Court Agenda.

If you should have any question please call me at extension 5327



## ORDER

On this 5th day of April, 2011, the Commissioners' Court of Galveston County, Texas convened in a regular meeting with the following members thereof present:

Mark Henry, County Judge  
Patrick F. Doyle, Commissioner, Precinct No. 1  
Kevin O'Brien, Commissioner, Precinct No. 2  
Stephen Holmes, Commissioner, Precinct No. 3  
Ken Clark, Commissioner, Precinct No. 4 and  
Dwight D. Sullivan, County Clerk

when the following proceedings, among others were had to-wit:

Upon recommendation being received by the County Auditor, it is ordered that the County Clerk enter this Order in the minutes of the Commissioners' Court approving the payments of the monthly Health Insurance claims of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 made by Boon Chapman for the month ending January 31, 2011 the gross amount of such payment being \$560,364.85

UPON MOTION OF THE COUNTY ~~COMMISSIONER~~ <sup>HENRY</sup> ~~HENRY~~ AND  
SECONDED BY COMMISSIONER O'BRIEN the above order was passed this  
5TH DAY OF APRIL, 2011 with 5 votes cast in favor thereof and 0  
votes cast against



County of Galveston, Texas

*Mark Henry*  
Mark Henry, County Judge

*Dwight D. Sullivan*  
Dwight D. Sullivan  
County Clerk

RECOMMENDED:

*Cliff Billingsley*  
Cliff Billingsley, CPA  
County Auditor

AUDITOR'S OFFICE - ACCOUNTING DIVISION  
 BOON CHAPMAN - MNB3010008898  
 GALVESTON COUNTY HEALTH PLAN  
 BANK RECONCILIATION (IFAS 6123-000000-1013056)  
 January 31, 2011

BALANCES PER THE BANK				
	<u>BEGINNING BALANCE</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>ENDING BALANCE</u>
<b>BANK</b>	\$ 47,748.56	\$ 545,283.09	\$ 511,175.77	\$ 81,855.88
<b>DEPOSITS IN TRANSIT</b>				
PRIOR MONTH CLAIMS FUNDING				-
CURRENT MONTH CLAIMS FUNDING				-
<b>OUTSTANDING CHECKS</b>				
PRIOR MONTH				
28,082.41	(28,082.41)		(28,082.41)	-
CURRENT MONTH				
77,271.49			77,271.49	(77,271.49)
<b>ADJUSTMENTS</b>				
Duplicate Ck#13710 clrd, ck13598 duplicate	54.49			54.49
Amount Error Ck# 13671 clrd 1/4/08 as 13674 for 54.49 sb 6.81	47.58			47.58
Ck #28408 cleared 12/8/08 for 7.11 sb 7.34	(0.23)			(0.23)
3/1/10 Ck41715 cleared for 7.81 s/h/bn 47.81 is OS	47.81			47.81
list for original amount of \$1,100.80	1,100.80			1,100.80
<b>ADJUSTED BALANCES PER BANK</b>	<b>\$ 20,916.60</b>	<b>\$ 545,283.09</b>	<b>\$ 560,364.85</b>	<b>\$ 5,834.84</b>
BALANCES PER THE BOOKS				
	<u>BEGINNING BALANCE</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>ENDING BALANCE</u>
<b>IFAS</b>	\$ 20,916.60	\$ 545,158.26	\$ 560,364.85	\$ 5,710.01
<b>ADJUSTMENTS:</b>				
INTEREST:				-
January-11		124.83		124.83
<b>ADJUSTED BALANCES PER BOOK</b>	<b>\$ 20,916.60</b>	<b>\$ 545,283.09</b>	<b>\$ 560,364.85</b>	<b>\$ 5,834.84</b>



ACCOUNT NUMBER  
ENCL

3010008898  
1

GALVESTON COUNTY  
BOON-CHAPMAN HEALTH  
\*\*\*\*\*  
\*\*SEND TO ANNEX BUILDING\*\*  
\*\*\*\*\*

NEW MOODY ONLINE BANKING CAPABILITY - CUSTOMER PASSWORD SELF RESET.  
GO TO THE LOGIN PAGE AT WWW.MOODYBANK.COM FOR INFORMATION ON THIS NEW FEATURE.

CHECKING ACCOUNTS

\*\*\*VIEW OUR PRIVACY STATEMENT ONLINE AT WWW.MOODYBANK.COM\*\*\*

COMMERCIAL CHEX + NOW CHECKING		NUMBER OF ENCLOSURES	1
ACCOUNT NUMBER	3010008898	Statement Dates	1/01/11 thru 1/31/11
PREVIOUS BALANCE	47,748.56	DAYS IN THE STMT PERIOD	31
5 DEPOSITS/CREDITS	545,158.26	AVERAGE DAILY BALANCE	97,982.70
6 CHECKS/DEBITS	511,175.77	AVERAGE COLLECTED BAL	97,982.70
SERVICE CHARGE	.00	Interest Earned	124.83
INTEREST PAID	124.83	Annual Percentage Yield Earned	1.51%
CURRENT BALANCE	81,855.88	2011 Interest Paid	124.83

	Total For This Period	Total Year-to-Date
TOTAL OVERDRAFT FEES	\$ .00	\$ .00
TOTAL INSUFFICIENT ITEM FEES	\$ .00	\$ .00

# AGENDA ITEM #2



## **COUNTY OF GALVESTON**

### **Fair Housing Month Proclamation**

On this the 5<sup>th</sup> day of April 2011, the Commissioners Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present

MARK HENRY, County Judge,  
PATRICK F DOYLE, Commissioner, Precinct No 1,  
KEVIN O'BRIEN, Commissioner, Precinct No 2,  
STEPHEN D HOLMES, Commissioner, Precinct No 3,  
KENNETH D CLARK, Commissioner, Precinct No 4, and  
DWIGHT D SULLIVAN, County Clerk,

when the following proceedings, among others, were had, to-wit

#### **Proclamation of April as Fair Housing Month**

WHEREAS, Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States, and

WHEREAS, the principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans, and

WHEREAS, The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans

NOW, THEREFORE, WE, the Commissioners' Court of Galveston County, do proclaim April as Fair Housing Month in the County of Galveston and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 5<sup>th</sup> day of April 2011

SIGNED AND ATTESTED to on this the 5<sup>th</sup> day of April 2011

  
MARK HENRY, County Judge



  
DWIGHT D SULLIVAN, County Clerk

# AGENDA ITEM #3





# COUNTY OF GALVESTON

On this the 5<sup>th</sup> day of April, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

**Mark Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

**Whereas**, children are the embodiment of innocence and our hope for the future Every child deserves to grow up in a nurturing environment free from harm and fear Sadly, however, child abuse is a reality, and a problem we must relentlessly combat through awareness, education and action, and

**Whereas**, every responsible person will agree that even one abused child is one too many But still our state's child protection caseloads are evidence of the shameful fact that child abuse is a widespread issue in Texas; and

**Whereas**, over 68,000 children were confirmed victims of child abuse and neglect in Texas just last year Of these 68,000 children, over 3300 children living in Galveston County were reported to be victims of child abuse or neglect, and

**Whereas**, when abuse or neglect occurs, we have a duty to report it to the appropriate authorities All responsible citizens must do what is necessary to resolve this insidious issue, and

**Whereas**, there are many ways we can make a difference Through public education and awareness, programs such as parenting classes, programs that strengthen families, teaching the public to recognize signs of abuse, instructing young children about appropriate touches, sharing information with teens about healthy dating, offering a helping hand to stressed and fatigued parents and reporting suspected abuse, we can discourage child abuse, and

**Whereas**, to significantly impact Child Abuse, partnerships must be established between citizens, agencies, schools, religious organizations, law enforcement, and business communities to work together and make every effort to promote programs that benefit children and strengthen families

**Now, Therefore be it Resolved**, that the Commissioners' Court of Galveston County does hereby proclaim the month of April, 2011 as "Child Abuse Prevention and Awareness Month" in all of Galveston County and encourages all citizens to join in renewing our commitment to preventing child abuse and neglect and in promoting the safety and well-being of our County's children

**Upon Motion Duly Made and Seconded** the above Resolution was unanimously passed on this 5<sup>th</sup> day of April, 2011

Attest:

County of Galveston, Texas

  
Dwight D. Sullivan, County Clerk

  
Patrick F. Doyle, Comm., Pct. #1

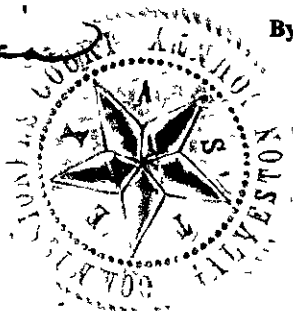
  
Kevin D. O'Brien, Comm. Pct. #2

By:

  
Mark Henry, County Judge

  
Stephen D. Holmes, Comm., Pct #3

  
Kenneth Clark, Comm., Pct #4



# AGENDA ITEM

## #4



# COUNTY OF GALVESTON

On this the 5<sup>th</sup> day of April, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

**Mark Henry, County Judge;**  
**Patrick F. Doyle, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

when the following proceedings, among others, were had, to-wit

**Whereas, "National Safe Place Week"** will be celebrated across the nation during the week of March 20-26, 2011, and

**Whereas, all young people deserve to feel safe and protected in their communities and families to be assured that their children are safe, and**

**Whereas, youth need a safe haven from various negative influences such as child abuse, substance abuse and crime, and they need to have resources readily available to assist them when faced with circumstances that compromise their safety; and**

**Whereas, the Safe Place program is committed to protecting our city's most valuable asset, our youth, by offering short-term "safe places" at neighborhood locations where trained volunteers are available to counsel and advised youth seeking assistance and guidance, and**

**Whereas, Safe Place is often the first step to immediate help and safety, businesses including fast food restaurants, convenience stores and movie theaters and community buildings such as fire stations, libraries and community centers are designated as locations where youth can get help, and**

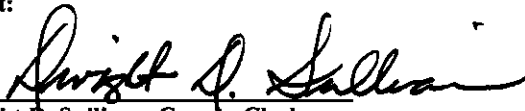
**Whereas, The Children's Center, Inc. operates Safe Place in Galveston County with the help of 26 business and area organizations making their facilities available, which have helped in excess of 268 youth and young adults in crisis situations for the year 2010, and**

**Whereas, Safe Place combines the efforts of the private sector and non-profit organizations to reach youth in the early stages of crisis**


**Now, Therefore be it Resolved, that the Commissioners' Court of Galveston County does hereby proclaim the week of March 20-26, 2011 as "National Safe Place Week" in all of Galveston County and encourages all citizens to support the Safe Place program, recognize the efforts of adult and youth volunteers, and continue to guarantee the safety and protection of all children**

**Upon Motion Duly Made and Seconded the above Resolution was unanimously passed on this 5<sup>th</sup> day of April, 2011**

Attest:

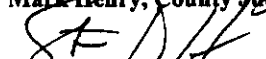
  
Dwight D. Sullivan, County Clerk

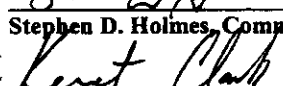
  
Patrick F. Doyle, Comm., Pct. #1

  
Kevin D. O'Brien, Comm. Pct. #2

County of Galveston, Texas

By:   
Mark Henry, County Judge

  
Stephen D. Holmes, Comm., Pct #3

  
Kenneth Clark, Comm., Pct #4



# AGENDA ITEM

*#5*

**TEXAS HISTORICAL COMMISSION**

PRESENTS THIS

**2010**

**DISTINGUISHED SERVICE AWARD**

TO

**GALVESTON COUNTY HISTORICAL COMMISSION**

IN RECOGNITION OF ITS ACTIVE  
AND WELL-BALANCED PRESERVATION PROGRAM

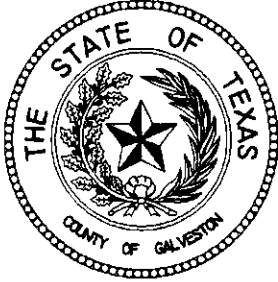
  
EXECUTIVE DIRECTOR

  
March 14, 2011  
DATE



TEXAS HISTORICAL COMMISSION  
*real places telling real stories*

# AGENDA ITEM #6



## **Galveston County Office of Emergency Management**

1353 FM 646W  
Suite 201  
Dickinson, TX 77539  
www.gcoem.org

281-309-5002  
409-762-8621 x 5002  
FAX 888-534-5607  
Toll-Free/24-Hour On-Call 888-384-2000

March 17, 2011

Mr. Gregory Pekar  
Mitigation Section Administrator  
Texas Division of Emergency Management  
Texas Department of Public Safety  
P.O. Box 4087  
Austin, TX 78773-0220

### **Re: Release of grant funds, Galveston County HMGP Program**

Dear Greg:

First, my thanks to you and your staff for your assistance with our hazard mitigation grant. Despite the size of the buyout, the program has run quite smoothly, and that has a great deal to do with the team in place

I am writing to inform you of excess grant funds that need to be returned to the state for other purposes.

In round numbers, Galveston County sought and received a grant award of \$102 million. Thanks to insurance payments received by the affected homeowners, the maximum federal share we will use is \$70 million, meaning that Galveston County can immediately release \$32 million to the state for other worthy HMGP projects

Please consider this notice of a cost under-run of \$32 million and authorization from Galveston County to commit these funds to other projects.

Additional funds are likely to be released after we have closed on the final set of properties. But there was no reason to hold up the majority of available funds when other important projects are waiting.

Regards,

A handwritten signature in black ink, appearing to read "J. Simsen".

John Simsen  
Emergency Management Coordinator

Cc: Honorable Mark Henry, County Judge  
Mr. Thad Leugemors, Project Manager, SAIC

**Mark Henry, County Judge**  
Emergency Management Director

**John Simsen**  
Emergency Management Coordinator

# AGENDA ITEM

**#7**





**Galveston County  
Legal Department**

COUNTY COURTHOUSE  
722 MOODY 5th FLOOR  
GALVESTON, TEXAS 77550-2317

Galveston  
Line  
(409) 770-5562

Houston Line  
(281) 316-8300

Fax Line  
(409) 770-5560

HARVEY BAZAMAN

Donald Glywasky  
Barry C. Willey  
Myrna S Reingold

25 March 2011

Hon Mark Henry  
Hon County Commissioners' Court  
Galveston County Courthouse  
Galveston, Texas 77550

RE Subrogation/Reimbursement Claim for Health Plan

Gentlemen

This is to recommend you accept an offer for settlement of a subrogation claim  
Approval for this claim has been recommended to us by Boon-Chapman's subrogation  
coordinator

On May 10, 2009, an employee covered by the County's health plan suffered a slip and  
fall accident at a restaurant The County's health plan paid \$27,628.83 in benefits to treat  
injuries she sustained in the fall She suffered a frozen shoulder, knee injuries, and back  
and shoulder problems as a result of her accident

The attorney for the employee has negotiated a settlement for \$17,500 00 This was not  
the full policy limits as the employee was found to be partially liable for the fall Her  
attorney has also agreed to reduce his fee from 40% to 33%. After payment of attorney  
fees, legal expenses, and unpaid/uncovered medical expenses \$7664 72 remains to be  
distributed between the plan's lien and the injured employee The subrogation  
coordinator for Boon-Chapman has recommended that you agree to accept \$4,000 00 in  
full and final settlement based on the limited recovery in this matter

Accordingly I recommend that you approve acceptance of these proceeds in settlement of  
our subrogation lien and authorize me to execute any documents necessary to finalize this  
matter

Should you have any questions, please call

Very truly yours,

*Barry C. Willey*  
Barry C Willey

cc. Ron Shelby  
Stacey Minton, Boon-Chapman

AGENDA

ITEM

#8

# Summary of Bi-Weekly Personnel Movements

Pay Period 7 March 17 - March 30, 2011

Department	Positions		Current Appointments					Current Movements					Current Separations					Total			
	Budgeted		FT	HT	PT	HR	Res	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol	Invol		Retire	Death	Other
General Government	150							0							0					0	
Facilities	190							0							0		1			1	
Professional Services	60							0							0					0	
Road District #1	50							0							0					0	
County Judge	30							0							0					0	
County Commissioners	80							0							0					0	
Tax Office	510							0							0					0	
County Auditor	330							0							0					0	
County Clerk	430	1						1							0					0	
County Clerk Records Mgmt	110							0							0					0	
County Clerk Elections	60	1						1							0					0	
Purchasing Agent	80							0							0					0	
County Treasurer	70							0							0					0	
Veterans Service	20							0							0					0	
Human Resources	50							0							0					0	
County Legal	60							0							0					0	
Justice Administration	90							0							0					0	
District Courts	190							0							0					0	
County Courts	110							0							0					0	
County Probate Court	60							0							0					0	
Justice Courts	425							0							0					0	
District Clerk	505					1		1							0	1				1	
District Attorney/Jury & Trial	725							0							0					0	
Pre-Trial Release	80							0							0					0	
Sheriff	4290	1						1							0	1				1	
Constables	390						3	3							0					0	
Social Services	140							0							0					0	
Child Welfare	10							0							0					0	
Senior Services	100					2		2							0					0	
Emergency Management	70							0							0					0	
Extension Services	90							0							0					0	
County Engineer	70							0							0					0	
Building Inspector	20							0							0					0	
Community Services	40							0							0					0	
Information Technology	510							0							1					0	
County Parks	405	1				2		3							0					0	
Beach Parks	15							0							0					0	
Museum	20							0							0					0	
Road & Bridge/Drainage/Beach	730	1						1		1					1					0	
County Health District	110							0							0					0	
Law Library	10							0							0					0	
County Records Management	10							0							0					0	
Juvenile Probation	680							0							0					0	
Courthouse Security	40							0							0					0	
Mosquito Control	130							0							0					0	
Right of Way	10							0							0					0	
Seawall Maintenance	60							0							0					0	
Housing & Economic Dev	40							0							0					0	
Grand Total	12320		5	0	0	5	3	13	2	0	0	0	0	0	2	2	1	0	0	0	3
Job Applications Received	109																				

# AGENDA ITEM

#9



## Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E. Johnson@co.galveston.tx.us



March 22, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund  
0010-0017-0000-000  
Sterling Trust c/o Pamela Fleming

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error.

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of refund requested \$ 657.48

Should you have questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson



## **GALVESTON CENTRAL APPRAISAL DISTRICT**

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone: (409) 935-1980 or toll free (866) 277-4725  
Fax: (409) 935-4319

November 24, 2010

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 0010-0017-0000-000 / R147735

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009 and 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold  
Director - G.I.S. / Mapping



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes  
Galveston County

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co galveston tx us



March 21, 2011

Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund/Waiver  
**Gildario Lopez**  
Acct# 3505-0217-0012-001

Dear Judge Henry

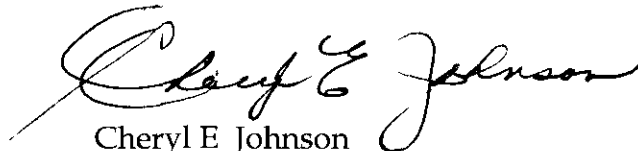
In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
3505-0217-0012-001	2005-2010	\$ 38 53

<u>Account Number</u>	<u>Year</u>	<u>Waiver</u>
3505-0217-0012-001	2005-2010	\$ 2378 33

Sincerely,

  
Cheryl E Johnson





# **GALVESTON CENTRAL APPRAISAL DISTRICT**

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

February 7, 2011

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 3505-0217-0012-001 / R101888

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2005 - 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold  
Director – G.I.S. / Mapping



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



March 21, 2011

Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund/Waiver  
**Mari Kaye Lasewicz**  
Acct# 1865-0000-0079-000

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error at the Appraisal District

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
1865-0000-0079-000	2008	\$ 63 90

<u>Account Number</u>	<u>Year</u>	<u>Waiver</u>
1865-0000-0079-000	2008	\$ 1070 56
1865-0000-0079-000	2009	\$ 19 80

Sincerely,

Cheryl E Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

February 25, 2011

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 1865-0000-0079-000 / R214642

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2008 - 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold  
Director – G.I.S. / Mapping

**RECEIVED**

MAR 01 2011

**COLLECTED**



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl F Johnson@co.galveston.tx.us



March 23, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund  
4385-0002-0012-001  
Thomas Fabian

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

<u>Account number</u>	<u>Year</u>	<u>Refund</u>
4385-0002-0012-001	2010	\$19.24

Should you have questions, please do not hesitate to contact me

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson



# **GALVESTON CENTRAL APPRAISAL DISTRICT**

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

March 18, 2011

Galveston County Tax Office  
Cheryl E. Johnson, TAC  
P.O. Box 1169  
Galveston, TX 77553-1169

Re: Tax Account; 4385-0002-0012-001/R520489

Dear Mrs. Johnson,

The Galveston Central Appraisal District recently discovered an incorrect property owner mailing address regarding the above referenced account. While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

A handwritten signature in cursive script, reading "Theresa Kraus".

Theresa Kraus, RPA  
Taxpayer Information Services



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co galveston tx us



March 21, 2011

Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund/Waiver  
Cynthia Neumann Living Trust  
Acct# 1642-0005-0005-000  
1642-0005-0006-000

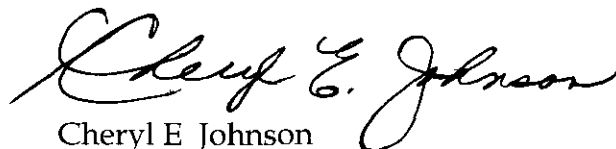
Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver/refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error by the Galveston Central Appraisal District

The homeowner is requesting the fees charged to his account be waived/refunded due to the clerk's error

<u>Account Number</u>	<u>Year</u>	<u>Refund</u>
1642-0005-0005-000	2009	\$525 96
1642-0005-0006-000	2009	\$737 32
<u>Account Number</u>	<u>Year</u>	<u>Waiver</u>
1642-0005-0005-000	2009	\$216 49

Sincerely,

  
Cheryl E Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

February 25, 2011

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re. Tax Account(s) 1642-0005-0005-000 / R428337  
1642-0005-0006-000 / R428338

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2009 - 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

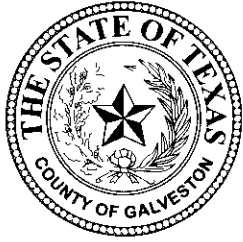
A handwritten signature in black ink, appearing to read "David Arnold", is written over a horizontal line.

David Arnold  
Director – G.I.S. / Mapping

**RECEIVED**

MAR 01 2011

**COLLECTIONS**



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



March 23, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Waiver  
0009-0069-0002-000  
D & R King Inc

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of waiver requested \$ 151.13

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E Johnson





# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

June 7, 2010

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 0009-0069-0002-000 / R408037

0009-0069-0002-100 / R410966

*Sub partial for Mtd #39*

To Whom It May Concern:

*Mtd #39  
County doesn't  
Collect per David  
GCAD*

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2004 thru 2009 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

  
David Arnold  
Director - G.I.S. / Mapping

**RECEIVED**

**JUN 15 2010**

**GALVESTON CAD**

start



## Cheryl E. Johnson, RTA

Assessor and Collector of Taxes  
Galveston County

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co.galveston.tx.us



March 21, 2011

Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Refund  
5520-0000-0005-003  
Nelson, Michael & Mary

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a refund of penalty, interest, and attorney fees on the above referenced tax account, as listed below, due to a clerical error.

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above referenced account. They acknowledge the fact this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of refund requested \$ 79.02

Should you have questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson



# **GALVESTON CENTRAL APPRAISAL DISTRICT**

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

March 15, 2011, 2011

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re: Tax Account(s) 5520-0000-0005-003 / R205282

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold

Director – G.I.S. / Mapping



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co galveston tx us



March 21, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody Street  
Galveston, Texas 77550

Re CLERICAL ERROR  
Request for P & I Waiver  
7030-0292-0001-000  
McIlvaine Building LLC

Dear Judge Henry

In accordance with Section 33.011 (a) of the Texas Property Tax Code, I hereby request approval of a waiver of penalty and interest on the following accounts for the above referenced property owner, due to a clerical error

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account. They acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property.

Amount of waiver requested \$ 139.06

Sincerely,

  
Cheryl E Johnson



# GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

600 Gulf Freeway, Suite 113 Texas City, Texas 77591  
Telephone (409) 935-1980 or toll free (866) 277-4725  
Fax (409) 935-4319

February 28, 2011

Galveston County Tax Office  
P.O. 1169  
Galveston, Texas 77553-1169

Re. Tax Account(s) 7030-0292-0001-000 / R225778

To Whom It May Concern:

The Galveston Central Appraisal District recently discovered an incorrect property record regarding the above-referenced account(s). While the tax code places the responsibility on the property owner to ensure the property's correct listing on the appraisal roll, we acknowledge the fact that this error was a contributing factor toward the delinquent taxes associated with this property. The Appraisal District has or will address this error for the year(s) 2010 through the supplement roll process.

The property owner is requesting a waiver of penalties and interest based on these circumstances. Section 33.011 of the Texas Property Tax Code allows only the governing body of a tax unit to decide on these issues. This letter may be presented to the appropriate governing body as our statement on the matter.

Respectfully,

David Arnold  
Director – G.I.S. / Mapping

**RECEIVED**  
MAR 01 2011  
**COLLECTED**

November 29, 2010

Galveston County Tax Office  
P. O. Box 1169  
Galveston, Texas 77553

RE: 2605 Ave A, San Leon  
Tax Account R147735

To Whom It May Concern:

I have recently become aware that the above address has two different tax statements, one being R147735 which is past due. I have not received statements on this account number before last week when I received your Tax Statement along with an attorney letter.

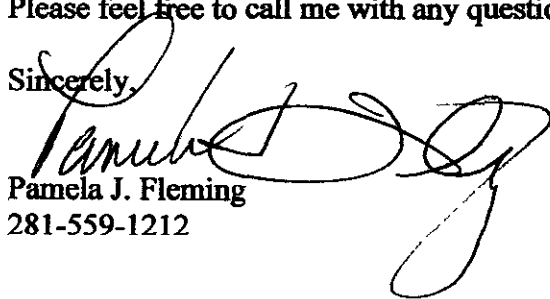
After much research by several people, it was discovered that my Deed had not been filed correctly or tax statements sent to me on this particular piece of my property. Galveston Central Appraisal District was very kind in helping correct this problem and issuing a letter.

This property is held by Sterling Trust as part a self-directed IRA and they pay expenses relating to my property. I had instructed them last week to pay you \$2,240.47 in order to clear my "good name".

I am requesting that the interest and penalties be waived on this property due to the error, my being unaware that there were two tax statements on 2605 Ave A, and that I was only receiving one statement for the past several years. I ask that any funds that you received (\$2,240.47) be applied to 2008 and 2009 taxes only with additional funds being applied toward 2010 taxes owing. Please bill me for any difference in the 2010 taxes as I have not received notice on those either. I have also sent you a copy of GCAD's letter and the past due Tax Statement received last week.

Please feel free to call me with any questions as I know this is a bit confusing.

Sincerely,

  
Pamela J. Fleming  
281-559-1212

AGENDA

ITEM

#10





## Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



March 23, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver of penalty & interest  
Account No 8600-0421-7002-030  
The Oceanfront Apartments c/o Lori Gozlan

Dear Judge Mark Henry

Seaside Point Partners, LLC / The Oceanfront Apartments is requesting a waiver of the penalty and interest collected on the account number referenced above

According to the Texas Property Tax Code Section 31.081 (f) "This section does not release a person who sells a business or the inventory of a business from any personal liability imposed on the person for the payment of taxes imposed on the personal property of the business on for penalties or interest on those taxes"

The property owner is an out of state owner and states she was not aware of the local procedures in Texas that consider part of her property personal property and subject to a separate tax. She also states she wasn't aware of the procedures to change this in the Galveston records from the previous owner to the new owner. She became aware of the delinquency through a partner speaking with the previous owner.

Amount of waiver requested \$ 668.60

Sincerely,

  
Cheryl E Johnson

Seaside Point Partners, LLC  
The Oceanfront Apartments  
7820 Seawall Blvd  
Galveston, TX 77551

September 19, 2010

County Commissioners  
Atten James Yarbrough  
722 Moody  
Galveston, TX 77550  
Phone 409 766 2476

Dear Mr Yarbrough

I am writing you to ask for you to reconcile the late charges for the attached tax bill as we were unaware of local practice I am out of state owner and was not aware of the local procedures in Galveston/ Texas that consider part of our property Personal property and subject to a separate tax Nor was I aware of the procedures to change this in the Galveston records from the previous owner over to the new ownership I am only aware that this bill was outstanding, as one of my partners happen to be speaking to the previous owner and was sent the bill

I am aware that the law has recently been changed as a result of other owners encountering the same issues

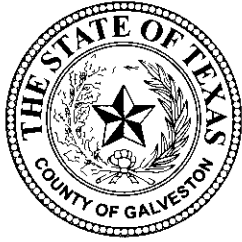
We are promptly paying, \$2147 76 but ask that you pardon us on the interest late fees of \$945 03

Thank you for your consideration

Sincerely,

A handwritten signature in black ink, appearing to read "Lori Gozlan". The signature is fluid and cursive, with the first name "Lori" being more prominent than the last name "Gozlan".

Lori Gozlan  
Community Director  
The Oceanfront Apartments



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes  
Galveston County

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl E Johnson@co galveston tx us



March 24, 2011

Honorable Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver of penalty & interest  
Saleem Nazir  
5182-0092-0004-001

Dear Judge Henry

Mr Saleem Nazir is requesting a waiver/refund of the penalty and interest on the above referenced account

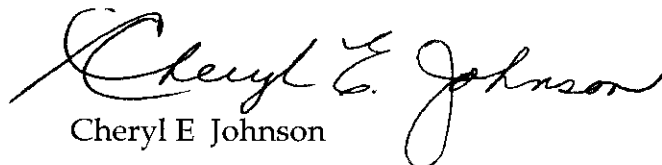
The homeowner states his payment for the 2009 property taxes was refused by our office At the time payment was presented the account had a block on it stating "**Do not accept payment on this account due to sheriff sale**" The taxpayer was given the necessary information for this action and referred to our attorneys' office

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

<u>Account No</u>	<u>Year</u>	<u>Waiver/Refund</u>
5182-0092-0004-001	2009	\$ 785 52 refund
5182-0092-0004-001	2009	\$ 575 59 waiver

Sincerely,

  
Cheryl E Johnson

ACCF 5182-0092-0004-  
001

To Whom It May concern.

Dear Sir/Madam,

*Suite*

I'm trying to pay my property tax for 2901 HWY3, but Galveston county office refuses to take it. They said go through the attorney. I told them that I paid 35,000 dollars through the attorney in May 2009 and now everything is clear, but they still refuse to take the money for the 2009's tax. I even went to League City's Annex to pay the tax, but they also refused to take the money and send me back to Galveston County's office. I went back to the Galveston county office and requested them to talk to the supervisor. I talked to the supervisor Ms. Erma, but she also refused to take the payment and gave me an attorney's phone number. I kept calling and leaving messages for the attorney but never got a call back. Eventually I received a call from the attorney's office from Miss Claudia who helped me out. Now I see some interest and late charges on this account. My point here is that I was trying to pay the tax on time but there was some mistake in county's record. So I'm not responsible for this delay. I request you to waive these penalties and interest from my account.

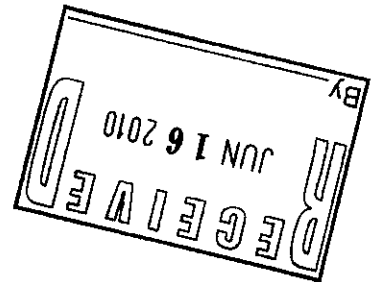
Thanks,

Sincerely,

Saleem Nazir.



Copy to commissioner & copy to Ms Erma.



1910 HEATHER COVE CT

HOUSTON TX 77062

Phone # 832-230-9593



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



March 23, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver of penalty & interest  
3312-0004-0018-000  
Douglas & Ashley Naylor

Dear Judge Henry

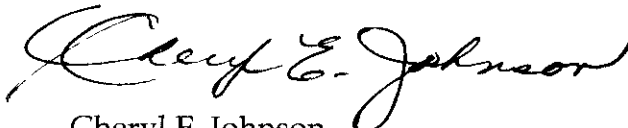
Mr Naylor is requesting a waiver of the penalty and interest assessed on the account number referenced above

According to the Texas Property Tax Code **Section 31.06(d)** " If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored, the amount of any charge against the taxing unit for processing the check, order, or credit card invoice is added to the amount of tax due in the same manner as penalties and interest are added for taxes that are delinquent The tax lien on the property also secures payment of the amount of the charge "

The claimant's bank has submitted a letter stating the check was returned in error and the funds were available for this account at the time it was submitted They also ask to not have the bank error reflect upon the integrity of their customer's account

<u>Account</u>	<u>Year</u>	<u>Waiver Amount</u>
3312-0004-0018-000	2010	\$ 2,035 64

Sincerely,

  
Cheryl E Johnson

Attention Property Tax Dept.,

I spoke with Mrs. Louann Casolini in the property tax dept. and have included the letter that I received from Capital One Bank that states that returned a check that should not have been returned. We had ordered new checks and the same number was on both of the checks that were written, so that is why they returned it. We hope this will resolve the issue and that the penalty of 157.73 will be waived.

Thank you ,

Ashley and Doug Naylor

Account #3312-0004-0018-000

Home phone-281-992-7176

**RECEIVED**  
MAR 09 2011  
**COLLECTIONS**



March 04, 2011

DOUGLAS D NAYLOR D/B/A  
NAYLOR INSURANCE FINANCIAL SERVICES

PO BOX 2363  
FRIENDSWOOD TX 775492363

Dear GCTO

Recently, we inadvertently returned a check payable to you on the following.

Date returned:	01/22/2011
In the amount of	\$2,253 12
On the account of	3820403168
Check number	1101

This was a bank error and should not reflect upon the integrity of our customer's account. Please redeposit the check, or if you have any additional problems contact me at (713) 435-5775.

We apologize for any inconvenience this may have caused and we appreciate your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Amber Guevara".

Amber Guevara

BAYBROOK

1855 West Bay Area Blvd

Webster

TX 77598



Check Number: 1101

Date Posted 1/28/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

Douglas D Naylor D/B/A Naylor Insurance Financial Services P.O. Box 2389 Frishtwood, TX 77548		1101 35-24912100
Pay to the Order of <u>GCTO</u>		\$ 2,253.12
<u>Two Thousand Two Hundred Fifty Three and 12/100</u>		Dollars
For <u>2010 Texas Car Tax R3/01/98</u>		<u>Dale</u>
⑆ 113024915⑆ 382 04 03168 ⑆ 1101		

1800-6552265

Save time and money using Online Bill Payment	
Add this payee to Online Bill Payment using this simple form	
Enter the payee information, then click Continue	
Payee Name	
Payee Nickname	(Optional)
Account Number	
Confirm Account Number	
	<input type="checkbox"/> This payee does not have an account number
	<input type="button" value="Continue"/>





Check Number: 1101

Date Posted 1/18/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

<b>DOUGLAS D NAYLOR D/B/A</b> <b>NAYLOR INSURANCE FINANCIAL SERVICES</b> 3600 West Loop West, Suite 1700 HOUSTON, TX 77046		1101 Date <u>1/10/11</u>
Pay to the Order of <u>UNITED STATES TREASURY</u>	<u>\$1200.00</u>	
<u>One Thousand Two Hundred and 00/100</u> Dollars		
<b>Capital One</b> Capital One, N.A.		
For <u>13571495, 435716221</u> <u>2010 Texas 8840ES</u>		
⑆ 0000 120000 ⑆		

Save time and money using Online Bill Payment Add this payee to Online Bill Payment using this simple form Enter the payee information, then click Continue	
Payee Name	
Payee Nickname	(Optional)
Account Number	
Confirm Account Number	
<input type="checkbox"/> This payee does not have an account number	



# Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co galveston tx us



March 23, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE Request for waiver of penalty & interest  
**Edna McIntosh**  
3510-0136-0002-000

Dear Judge Henry

Ms McIntosh is requesting a waiver/refund of the penalty and interest on the above referenced account

The homeowner is requesting the forgiveness of fees due to financial hardship

This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Central Appraisal District

There are no provisions in the Tax Code to address this issue

<u>Account No</u>	<u>Years</u>	<u>Waiver/Refund</u>
3510-0136-0002-000	1999-2004, 2007, 2010	\$ 8,134 20

Sincerely,

Cheryl E Johnson

January 26, 2011

RECEIVED  
FEB 02 2011

GALVESTON COUNTY JUDGE

To: Whom It may concern

My mother (Edna McIntosh) has owed this house 43 years. She is 74 years old and is 16,732.62 behind on her property taxes at 3623 ave R Galveston Tx. 77550. A few years ago she rented the house and moved in with me, I am her daughter Brenda Rodgers I now take care of her affairs. This matter has been turned over to attorneys. We made arrangements with them to pay 1000.00 monthly which she can't afford. She gets 650.00 a month social security and rent from this house after taxes, insurance and maintenance. She gets about 400.00 monthly this adds up to 1050.00 if you could forgive the interest which is 9,140.78 this would lower her payments. She could still meet her needs every month. Thank you so much for taking time for this matter.

Brenda Rodgers



## **Cheryl E. Johnson, RTA**

**Assessor and Collector of Taxes**

**Galveston County**

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E.Johnson@co.galveston.tx.us



March 10, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE. Request for waiver of penalty & interest  
Account No.: 3415-0002-0010-000  
Mary Zimmermann

Dear Judge Henry:

Ms. Zimmermann is requesting a waiver of the penalty and interest collected on the account number referenced above

According to the Texas Property Tax Code Section 31.06 (b, d), "Acceptance by a collector of a check or money order or of payment by credit card constitutes payment of a tax as of the date of acceptance if the check, money order, or credit card invoice is duly paid or honored. If the check, money order or credit card is not honored the collector shall deliver written notice of nonpayment to the person who attended payment by check, money order or credit card. Until payment is made in full by cash, check, money order, or credit card that is duly paid or honored, the lien securing payment of the tax remains in effect, whether or not the person receives notice of nonpayment

If a check or money order accepted in payment of taxes or the invoice for a payment of taxes by credit card is not duly paid or honored, the amount of any charge against the taxing unit for processing the check, money order, or credit card invoice is added to the amount of taxes due in the same manner as penalties and interest are added for taxes that are delinquent. The tax lien on the property also secures payment of the amount of the charge

The taxpayer made a payment in a timely manner for the 2010 property taxes, however on February 3rd she received an email from credit card vendor stating "no

The Honorable Mark Henry

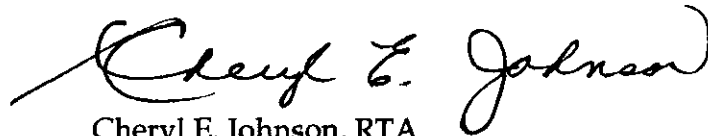
Page 2

March 10, 2011

account, unable to locate", and therefore her method of payment was not honored. This has caused fees to be added to her account. As soon as she learned of this error, the customer paid the taxes due on the account.

Amount of waiver requested \$ 147.74

Sincerely,

A handwritten signature in black ink that reads "Cheryl E. Johnson". The signature is written in a cursive style with a large, stylized "C" at the beginning and a long, sweeping underline.

Cheryl E. Johnson, RTA  
Tax Assessor/Collector

AGENDA

ITEM

#11



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550  
Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277  
Cheryl.E.Johnson@co.galveston.tx.us



March 30, 2011

The Honorable Mark Henry  
Galveston County Judge  
722 Moody Avenue  
Galveston, TX 77550

Re Request for Approval to Proceed with RFP  
For Internal and Remote Capture Banking  
Services (Internal and External Lockbox)

Dear Judge Henry

The County Purchasing Agent has instructed that Commissioners' Court approval must be obtained before any purchasing activities can be commenced on a request for proposal (RFP). This request is being submitted to fulfill that requirement.

This office utilizes the County Treasurer's banking agreement to facilitate depository services for the Tax Office. The Treasurer is presently in the process of preparing an RFP for County banking services. The depositories selected from this RFP will become effective October 1, 2011.

To coincide with the Treasurer's action, I am seeking permission to prepare an RFP for combined internal lockbox and remote capture banking services to coincide with the timing of the County's depositories that will be effective the same date. Doing so will allow the County to have all of its banking services renew within the same time frame as well as allow us to group our lockbox needs under a single contracted vendor. Presently, the County has two separate banking agreements supporting Tax Office operations, one for lockbox services and one for remote deposit capture services (external lockbox).

It is imperative that lockbox and remote capture services remain available to the Tax Office. Interrupting these services could adversely affect Tax Office operations and significantly delay the receipting and distribution of collections. This year, we beat our all time record and had all timely property tax payments posted within the first five days of the month. We could not achieve this without these technologies and contractual agreement.

Thank you in advance for approval of this request.

Sincerely,

  
Cheryl E. Johnson

AGENDA

ITEM

#12



**AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING**  
**Between the Texas Department of Public Safety and**  
**Galveston County**

---

Whereas, the Texas Department of Public Safety (TXDPS) and the Galveston County (Recipient) entered into a Memorandum of Understanding (MOU) for participation in the Court Identification (ID) Pilot Project, and

Whereas, the Parties desire to amend certain terms, conditions and/or mutual covenants of the Agreement as set forth hereinafter; and

NOW, THEREFORE, in consideration of the inducements, mutual covenants, and conditions herein contained, the Parties agree to amend the Agreement as follows:

**IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

**I.**

This contract amendment is a written expression of the Parties' intent to amend the provisions of Agreement in the following manner.

A. The entire MOU is amended throughout to reflect the following changes.

- Inclusion of Schedule B documenting Court ID Pilot Project livescan equipment of ownership and maintenance responsibilities from TXDPS to the Recipient

B Survival of Obligations

- Any provisions of the MOU that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this MOU for any reason

- a The Recipient's obligation to maintain all livescan equipment listed in the MOU and installed through the Recipient's participation in the Court ID Pilot Project in a manner that will not impact requirements listed under Section 4 of this MOU

- b Any other provisions of this MOU that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this MOU

II.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED AND EXECUTED THIS CONTRACT IN MULTIPLE COUNTERPARTS.

RECIPIENT

TEXAS DEPARTMENT OF PUBLIC SAFETY  
LESD Crime Records Service

GALVESTON COUNTY

By Mark Henry  
Mark Henry

Title: County Judge

Date: 4/5/11

By Mij 2

Title: Deputy Assistant Director

Date: 1/24/12

**SCHEDULE B  
COURT ID PILOT PROJECT  
Livescan Equipment Transfer**

**SECTION 1:**

TXDPS agrees to transfer all ownership rights for livescan equipment listed in Schedule B Section 3 and installed at the COUNTY's facilities through participation in the Court ID Pilot Project

**SECTION 2:**

The COUNTY agrees to maintain all livescan equipment listed below and installed at the COUNTY's facilities through participation in the Court ID Pilot Project in a manner that will not impact requirements listed under Section 4 Recipient Participation Requirements regarding performance of related continued data submissions or extractions as required by Government Chapter 411, Code of Criminal Procedure Chapters 60, 61 or 62 or current TXDPS Policies or Guidelines for reporting court dispositions

**SECTION 3:**

TXDPS records indicate the following livescan equipment was installed at the location listed in Table 1

**Table 1**

COUNTY	Galveston County
RECIPIENT	Galveston County Court 3
CONTACT NAME	Connie Nolan
CONTACT PHONE NUMBER	4096217920
CONTACT EMAIL	connie.nolan@co.galveston.tx.us
RECIPIENT STREET ADDRESS	600 59th St Ste 2205
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52464
LIVESCAN SCANNER SERIAL NUMBER	ACH508000124
LIVESCAN LAPTOP SERIAL NUMBER	5NW4HJ1/12328590781
LIVESCAN PRINTER SERIAL NUMBER	792XLM1
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County Court 2
CONTACT NAME	Tobi Williams
CONTACT PHONE NUMBER	4097662405
CONTACT EMAIL	tobi williams@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th St Ste 2204
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52463
LIVESCAN SCANNER SERIAL NUMBER	ACH508000123
LIVESCAN LAPTOP SERIAL NUMBER	9PW4HJ1/21156652477
LIVESCAN PRINTER SERIAL NUMBER	792PZZ6
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County Court 1
CONTACT NAME	Monica Gracia
CONTACT PHONE NUMBER	4097662233
CONTACT EMAIL	monica gracia@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th Street Ste 2304
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52405
LIVESCAN SCANNER SERIAL NUMBER	ACH508000125
LIVESCAN LAPTOP SERIAL NUMBER	CNW4HJ1/27566067133
LIVESCAN PRINTER SERIAL NUMBER	792XLLY
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County Big Court Rm 2
CONTACT NAME	Bonnie Quiroga
CONTACT PHONE NUMBER	4097705230
CONTACT EMAIL	bonnie quiroga@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th Street Ste 4209
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52472
LIVESCAN SCANNER SERIAL NUMBER	ACH508000148
LIVESCAN LAPTOP SERIAL NUMBER	5MW4HJ1 / 12268124605
LIVESCAN PRINTER SERIAL NUMBER	792Y546
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County Big Court Rm 1
CONTACT NAME	Bonnie Quiroga
CONTACT PHONE NUMBER	4097705230
CONTACT EMAIL	bonnie quiroga@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th Street Ste 4209
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52468
LIVESCAN SCANNER SERIAL NUMBER	ACH039000153
LIVESCAN LAPTOP SERIAL NUMBER	8PW4HJ1 / 18979870141
LIVESCAN PRINTER SERIAL NUMBER	792Y5NY
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County 56th District Court
CONTACT NAME	Kay Henson
CONTACT PHONE NUMBER	4097662226
CONTACT EMAIL	kay henson@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th Street Ste 4305
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52469
LIVESCAN SCANNER SERIAL NUMBER	ACH508000152
LIVESCAN LAPTOP SERIAL NUMBER	BPW4HJ1 / 25510217149
LIVESCAN PRINTER SERIAL NUMBER	792Y62H
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County 405th District Court
CONTACT NAME	Becky Hernandez
CONTACT PHONE NUMBER	4097662688
CONTACT EMAIL	becky hernandez@co galveston tx us
RECIPIENT STREET ADDRESS	600 59th Street Ste 4304
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52470
LIVESCAN SCANNER SERIAL NUMBER	ACH508000149
LIVESCAN LAPTOP SERIAL NUMBER	6MW4HJ1 / 14444906941
LIVESCAN PRINTER SERIAL NUMBER	792Y5RB
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County 212th District Court
CONTACT NAME	Debbie Diaz
CONTACT PHONE NUMBER	4097662266
CONTACT EMAIL	debbie.diaz@co.galveston.tx.us
RECIPIENT STREET ADDRESS	600 59th Street Ste 4204
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52471
LIVESCAN SCANNER SERIAL NUMBER	ACH508000151
LIVESCAN LAPTOP SERIAL NUMBER	5PW4HJ1
LIVESCAN PRINTER SERIAL NUMBER	792PZYX
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County 122nd District Court
CONTACT NAME	Janice Neumann
CONTACT PHONE NUMBER	4097662275
CONTACT EMAIL	janice.neumann@co.galveston.tx.us
RECIPIENT STREET ADDRESS	600 59th Street Ste 3305
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52465
LIVESCAN SCANNER SERIAL NUMBER	ACH039000156
LIVESCAN LAPTOP SERIAL NUMBER	DN1J4HJ1 / 29742849469
LIVESCAN PRINTER SERIAL NUMBER	792Y520
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

COUNTY	Galveston County
RECIPIENT	Galveston County 10th District Court
CONTACT NAME	Dana Winston
CONTACT PHONE NUMBER	4097662230
CONTACT EMAIL	dana.winston@co.galveston.tx.us
RECIPIENT STREET ADDRESS	600 59th Street Ste 3204
RECIPIENT CITY	Galveston
RECIPIENT STATE	TX
RECIPIENT ZIP CODE	77551
LIVESCAN UNIT SERIAL NUMBER	52467
LIVESCAN SCANNER SERIAL NUMBER	ACH508000150
LIVESCAN LAPTOP SERIAL NUMBER	7MW4HJ1 / 16621689277
LIVESCAN PRINTER SERIAL NUMBER	792Y54B
LIVESCAN EQUIPMENT INSTALL DATE	3/23/2009

AGENDA

ITEM

#13



## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

*www.tdhca.state.tx.us*

Rick Perry  
GOVERNOR

Michael Gerber  
EXECUTIVE DIRECTOR

BOARD MEMBERS  
C. Kent Conine, *Chair*  
Gloria Ray, *Vice Chair*  
Leslie Bingham Escareño  
Tom H. Gann  
Lowell A. Keig  
Juan S. Muñoz, Ph.D.

March 9, 2011

The Honorable Mark Henry, County Judge  
Galveston County  
722 Moody, Second Floor  
Galveston, Texas 77550

**RE: Contract Number 70090014, First Amendment**

Dear Judge Henry,

Enclosed please find an original executed amendment contract for your records

Again, thank you for your participation in the Community Development Block Grant Disaster Recovery Program for Hurricane Ike and if there is anything we can do to help, please do not hesitate to contact me at (512) 936-7813 or [bonita.laue@tdhca.state.tx.us](mailto:bonita.laue@tdhca.state.tx.us).

Sincerely,

Bonita "Bo" LaRue  
Performance Specialist

Enclosure

cc: Main Contract File



**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**  
**COMMUNITY DEVELOPMENT PROGRAM CONTRACT #70090014**  
**HURRICANE IKE/DOLLY FUNDING UNDER THE**  
**CONSOLIDATED SECURITY, DISASTER ASSISTANCE, AND CONTINUING**  
**APPROPRIATIONS ACT OF 2009**  
**PUBLIC LAW 110-329**  
**FIRST AMENDMENT**

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**Section 1**

The **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (Department) and Galveston County, a political subdivision of the State of Texas, referred to as the "Subrecipient", do hereby contract and agree to amend the original contract by and between the parties, effective September 1, 2009, and identified on Department's records as CDBG Contract #70090014 (Contract)

**Section 2**

The parties hereto agree to amend the Contract identified in Section 1 above so that **Exhibit A, Performance Statement**, is replaced in its entirety with the new Exhibit A Performance Statement attached to this First Amendment, hereinafter referred to as Exhibit A, and hereby made a part of this First Amendment Exhibit A consists of two (2) pages

**Section 3**

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment In the event any conflict in terms exists, this First Amendment shall control, unless it can not be read consistently with the entirety of the Contract or is made void by operation of law Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract

**Section 4**

This First Amendment shall be effective on the date of execution.

**Section 5**

By signing this First Amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if they were set forth word for word therein This First Amendment shall be binding upon the parties hereto and their respective successors and assigns

**AGREED TO AND EXECUTED BY:**

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By

Name Michael Gerber

Title Executive Director

Date \_\_\_\_\_

**GALVESTON COUNTY, TEXAS**

By

Name Mark Henry

Title County Judge

Date 2/16/11

## **EXHIBIT A**

**CONTRACT NO. 70090014**

### **PERFORMANCE STATEMENT**

#### **Galveston County**

The Subrecipient shall carry out the following activities in the target area identified in its 2009 CDBG Disaster Recovery application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the Contract obligations to be fulfilled. The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

The Subrecipient shall carry out the following activities in the target area identified in its 2009 CDBG Disaster Recovery application. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the Contract obligations to be fulfilled. The Subrecipient shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

#### Project Description

The Subrecipient will provide owner homeowner repair, rehabilitation, reconstruction, and new construction activities not to exceed seventy-six million one hundred twenty thousand one hundred seventy-six and no/100 (\$76,120,176.00), demolition activities not to exceed eight hundred forty-five thousand seven hundred seventy-eight and no/100 (\$845,778.00), and single and multi-family rental repair, rehabilitation, reconstruction, and new construction activities not to exceed seven million six hundred twelve thousand and no/100 (\$7,612,000.00).

#### Homeowner Repair, Reconstruction, New Construction

The Subrecipient will provide homeowner repair, rehabilitation, reconstruction, new construction, and elevation assistance to a minimum of one thousand one hundred ninety-six (1,196) households, of which one hundred percent (100%) will be of low to moderate income.

Homeowner rehabilitation assistance will not exceed eighty-five thousand and no/100 (\$85,000.00) and up to an additional fifty thousand and no/100 hundred (\$50,000.00) for elevation assistance if required. Rehabilitation includes repairs or renovations of a limited specified area or portion of a housing structure. The Subrecipient must ensure that upon completion, rehabilitated portions of properties comply with local building codes, and that the entire structure complies with local health and safety codes and standards, and housing quality standards (HQS).

Homeowner replacement, reconstruction and new construction assistance for houses outside flood zones A and V will not exceed one hundred twenty-five thousand and no/100 (\$125,000.00) with up to an additional fifty thousand and no/100 hundred (\$50,000.00) for elevation assistance if required. In no instance will assistance exceed one hundred seventy-five thousand and no/100 (\$175,000.00) per assisted household if the home is located outside flood zones A and V.

Homeowner replacement, reconstruction and new construction assistance for houses inside flood zones A and V will not exceed one hundred forty-five thousand and no/100 (\$145,000.00) for up to fifty (50) households located in flood zones A and V where there is a unique combination of applicant needs, with up to an additional fifty thousand and no/100 hundred (\$50,000.00) for elevation assistance if required. Unique applicant needs include, but are not necessarily limited to high costs for insurance, and costs related to ramps or lifts when the home must be elevated over 16 feet, and compliance with Uniform Federal Accessibility Standard (UFAS) when homes are elevated over 16 feet. In no instance will assistance exceed one hundred ninety-five thousand and no/100 (\$195,000.00) per assisted household if the home is located inside flood zones A and V.

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, established by §2306 514, Texas Government Code, energy standards as verified by a RESCHECK certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing including manufactured housing units or modular homes must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes as applicable.

#### Rental Rehabilitation and Construction

The Subrecipient will provide rental housing rehabilitation, reconstruction or new construction activities for approximately one hundred eighty-three (183) units, of which all single unit structures will be occupied by low to moderate income households, two unit structures will have at least one unit occupied by a low to moderate income household, and a structure containing more than two units will have at least fifty-one percent (51%) of the units rented to low to moderate income households.

The Subrecipient must ensure that upon completion, rehabilitated portions of properties comply with local building codes, and that the entire structure complies with health, and safety codes and standards, and housing quality standards (HQS).

The Subrecipient must ensure that all newly constructed including reconstructed housing units meet the current edition of the Model Energy Code published by the International Energy Conservation Code and must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794). Multifamily housing developments must meet the design and construction requirements at the Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) 10 TAC §§60.201-211. Covered multifamily dwellings, as defined at 24 CFR §100.201 as well as common use facilities in developments with covered dwellings must meet the design and construction requirements at 24 CFR §100.205, which implement the Fair Housing Act (42 U.S.C. §§3601-3619).

#### Demolition

The Subrecipient will provide demolition activities not to exceed ten thousand and no/100 dollars (\$10,000.00) per lot for a minimum of eighty-four (84) lots. Demolition activities must address threats to public health and safety that may be caused by the presence of disaster-damaged structures that are unsuitable for rehabilitation.

#### Project Thresholds

The Department has established reasonable thresholds for costs that are commensurate with the progress of the project and the associated administrative duties. Project thresholds for contracts funded under the CDBG Disaster Recovery program are subject to 10 Texas Administrative Code Part 1, Chapter 54, Community Development Block Grant Disaster Recovery and will be evaluated starting from the Contract begin date.

The Department may approve revised benchmarks and/or lower percentages for good cause.

#### Administration and Project Delivery

The Subrecipient shall draw funds in accordance with Section 27, Administrative Costs Drawdown and shall ensure that the amount of the Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit, does not exceed the amount specified for these activities in Exhibit B, Budget.

The Subrecipient may expend funds provided under this contract for reasonable administrative and project delivery costs directly related to this contract in accordance with Sections 3, 4, and 5 of this Contract and the State of Texas Action Plan dated as of March 4, 2009 in an amount that is not more than **fourteen million nine hundred twenty-five thousand five hundred twenty-seven and no/100 dollars (\$14,925,527.00)**.

AGENDA

ITEM

#14



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Freeman Mendell  
Chief of Staff

Patricia Grady  
Legal Liaison

Roxann Lewis  
Executive Assistant

April 5, 2011

Ms Jennifer Molinari,  
Performance Specialist Manager  
Texas Department of Housing and Community Affairs  
1101 Clayton Lane, Ste 501-W  
Austin, Texas 78723

Re Galveston County's request for amendment (Third Amendment) to Contract No  
70090014

Dear Ms Molinari,

Galveston County has undertaken an analysis of the applicant pool in its Galveston County CDBG-DRS Housing Program to determine the number of households that may be served in the program and thus wishes to request an amendment to its contract with the TDHCA (Contract No 70090014), which such amendment will be the third amendment to the contract between the TDHCA and the County. Accordingly, on behalf of the Galveston County Commissioners' Court, please accept this correspondence as Galveston County's formal request for a third amendment to its contract with the TDHCA.

Specifically, Galveston County requests an amendment to change the number of households benefitted for owner-occupied homes to five hundred sixty (560) and the number of rental rehabilitation and reconstruction units to forty-nine (49), for a total of 609 applicants to be served through the program. Thereafter, from the 609 applicants to be served, the County further estimates that 80% of the work will be for reconstructions and 20% will be for rehabilitations. Thus, this request for amendment entails amending the Performance Statement in the contract, which is Exhibit A of Contract No 70090014.

Galveston County understands that its request represents a significant reduction from the number of households/units presently listed in the contract. Therefore, the County wishes to provide this narrative along with the enclosed analysis. The enclosed analysis further summarizes and compares specifics of the requested amendment with the initial estimates that provided the basis for the figures in the County's contract with the TDHCA.

## *Discussion*

First, the analysis was performed on actual data from the applicant pool – specifically analyzing 518 applicants for owner-occupied assistance in which housing inspections and environmental reviews have been performed. Thus, the County is confident that it is now able to

more accurately predict the distribution of expected category of assistance and number of applicants that may be served

The County's request to amend the number of owner-occupied households to 560 is based on actual data. The review of environmental and other inspections shows that 80% of the work will be reconstructions and 20% will be rehabilitations.

This percentage breakdown (80% for reconstructions and 20% for rehabilitations) is dramatically different from what was set forth when the initial number of 1,196 households was estimated (indeed, it has flipped over 180°). The initial estimated number of households shows more than 80% of households for minor repair and rehabilitations (rehabilitations), and less than 20% would be reconstruction (82% - 18%). Such a dramatic change in the type of assistance needed was not foreseen at the time that the County adopted its Method of Distribution (on May 15, 2009).

This is critically important, because reconstructions have a higher dollar limit than rehabs (up to \$125,000 for each reconstruction, or up to \$145,000 for homes in A & V flood zones). Thus, the increase in number of homes to be reconstructed requires a corresponding adjustment in the number of beneficiaries.

As well, homes in the A or V flood zones have been approved for a \$145,000 limit due to various additional requirements in such areas (for example, homes on Bolivar Peninsula may require new water wells, septic systems, or increased insurance premiums). Since 50 homes were approved for the higher limit of \$145,000, this results in an increase in expenditures up to \$1,000,000 for those homes and a corresponding reduction of up to eight (8) potential households to be served in the program.

Likewise, the number of homes predicted to require elevation was not foreseen. In this regard, the initial estimate (1,196 anticipated households) predicted that 15% of the homes would require elevation. Instead, as based on the analysis of homes that have been inspected and environmentally reviewed, the County predicts that approximately 40% of the homes will require elevation. Since the elevation increases the cost per household up to \$50,000, the increase in number of homes requiring elevation requires a corresponding adjustment in the number of applicants that may be served.

Additionally, no work completed to date has entailed minor repairs. The inclusion of minor repairs (with a lower dollar limit of \$25,000) in the initial estimate accounted for an anticipated 761 households and substantially over-inflated the expected number of households to be benefitted through the Housing Program.

Galveston County suffered the brunt of Hurricane Ike. Indeed, Bolivar Peninsula was the hardest hit area from Hurricane Ike and the San-Leon/Bacliff area was the second hardest hit. As reflected in the demographics of the applicants in the County's program, approximately 40% of applicants come from these areas. An additional approximate 10% of the applicant pool is comprised of applicants from Hitchcock, and the applicants from Hitchcock are coming from primarily low-lying areas where flooding occurred associated with inlets (rising water).

Assistance in the above areas comes with increased cost per household due to increased elevation and buildings costs. Galveston County is committed to the Housing Program and feels that it can maximize the help to its citizens, effectively utilize the grant funds in the areas hardest hit, and complete construction and rehabilitation of the homes.

Finally, the County wishes to request an amendment to the rental units as well. The rental program has not been initiated as yet. Nonetheless, presently 134 persons are on the waiting list for the rental program. Moreover, the initial figure in the rental program (which reflects 183 units) is based on estimating that rental assistance will be provided approximately 97% in the rehabilitation category (including minor repair and rehabilitation) and only 3% in the reconstruction category.

In this regard, the 80% rehab and 20% reconstruction ratio has not turned out to be what the applicant pool actually reflects in the owner-occupied homes. The County knows of no reason why a ratio even heavier in the rehab category for rentals would be correct.

In recognition that the rental program will include duplexes and other multi-units (through 4-plex), the County estimates and requests to change the number of units for assistance in the rental program from 183 to 49. Further, the County estimates, based on dollar amounts (since the number of multiplexes is not known at this time), that approximately 80% of the rental assistance will be provided in the reconstruction category and 20% will be provided in the rehabilitation category.

#### *Conclusion*

Galveston County, its Consultant, and the TDHCA have all worked diligently in the Housing Program and the County of Galveston wishes to thank the TDHCA staff for continuing to provide assistance to the County of Galveston.

The County of Galveston, acting by and through its Commissioners' Court, is requesting an amendment to its contract with the TDHCA as described herein. The County hopes this narrative and the enclosed analysis is helpful to the Governing Board of the TDHCA in its consideration of Galveston County's request and wishes to thank the Governing Board in advance for its consideration of this request for amendment. Should any further information be required, please do not hesitate to let me know.

Sincerely,



Mark Henry,  
County Judge of Galveston County, Texas

Enclosure



AGENDA

ITEM

#15

NO  
BACK – UP  
PROVIDED

AGENDA

ITEM

#16



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

March 30, 2011

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re Purchase of Office Furnishings for the Texas Cooperative Extension Building

Gentlemen,

It is requested that the Commissioners' Court grant an exemption from the competitive bidding requirements as outlined in Local Government Code, Section 262.023, Competitive Requirements for Certain Purchases, to procure office systems furnishings for the Texas Cooperative Extension Building project.

It is further requested that we procure these items from OM Workplace through their contract agreement with the Texas Cooperative Purchasing Network (TCPN) of which the County is a participant. These contracts have been competitively bid for participating local government use.

The quote is attached for your perusal.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", is written over a horizontal line.

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

/dam

Attachments

County Architect



## MEMO

Date . . . . . .... March 30, 2011

**Addressed to:**

Rufus Crowder . . . . . Galveston County Purchasing Agent

**Project:**

Texas Cooperative Extension Service Office Building for Galveston County

**Items:**

This office requests Commissioners' Court approve the attached quote of OM Workspace to provide systems furnishings for the Cooperative Extension Service Building at Carbide Park and authorize the Purchasing Agent to issue Purchase Orders for that material and installation

A furnishings evaluation group including Rufus Crowder, Dudley Anderson, Charles Kenworthy, OC Unbehagen, and Brian Maxwell previously selected the Teknion "Expansion Desking" system as the standard for Galveston County projects funded by the 2008 Bonds. This group considered systems manufactured by Teknion, Herman Miller, HON, Steelcase, All Steel, and Kimball. The selection criteria included quality, durability, cost, and appearance. This system consistently rated in the top 2 for quality and at the top for pricing of the 2 preferred systems.

We received quotes on Teknion and other systems furnishings from OM Workspace for a total installation for \$135,829.18. This is below the budgeted \$150,000 for this project. The quote and spreadsheet are attached.

Quotes are based upon the TCPN cooperative buying group. The quote is lower than the TXMAS service we have previously used.

Dudley Anderson, County Architect

W:\Architecture\0 PROJECTS\09-018 Cooperative Extension\Memo-OMWorkspace recommendations.docx



**Galveston County Architect**

**Galveston County Mid County Annex  
Pre-Proposal Submittals from Various Furniture vendors and manufacturers**

[illegible]

# OMWorkspace.

The premier contract furniture division of OfficeMax

March 29, 2011

To: Dudley Anderson

From: Shannon Meek/OMWorkspace

Thank you for the opportunity. Attached you will find our analysis of TXMAS, TCPN and Choice Facility Partners. We have calculated the difference between them and believe Galveston County will save \$4832.73 on the TCPN contract, this includes TCPN rebates of 2%. We have not calculated Choice's Rebate.

OMWorkspace has saved Galveston County additional costs such as:

Design Time	\$2,400
Project Management	\$1,500
Shipping Fees	\$15,000
Total Savings	\$23,732
Total Project Cost	\$135,829.18

Please don't hesitate to contact me or Beth Moher with any questions or concerns.

Sincerely,



Shannon Meek

General Manager/OMWorkspace

Mfg	Part Number	Part Description	Tag	Qty	TCPN/Sell	TCPN/Extended Sell	TXMAS/Sell	TXMAS/Extended Sell
GLB	6579	SONIC-Armless Chair w/upholstered seat and back	BREAK ROOM 116	20	\$144 29	\$2885 80	\$144 29	\$ 2,885 80
TEK	CAQR	Quick Release Linking System	BREAK ROOM 116	8	\$3 52	\$28 16	\$3 52	\$ 28 16
TEK	CTTLSB242	T-Leg, Slender, Fixed Height, 24"d, Two Casters	BREAK ROOM 116	16	\$67 23	\$1075 68	\$67 23	\$ 1,075 68
TEK	CTTAA603060	Trapeze Angular Worksurface, No Grommet / No Power	BREAK ROOM 116	6	\$141 50	\$849 00	\$141 50	\$ 849 00
TEK	LBT30C1536	Bookshelf, Three-High, Combo height, 15"d x 36"w	BREAK ROOM 116	8	\$197 78	\$1582 24	\$203 42	\$ 1,627 36
TEK	CTRTA3060	Rectangular Worksurface, No Grommet / No Power	BREAK ROOM 116	2	\$181 22	\$362 44	\$181 22	\$ 362 44
SAFCO	5601CL	SAFCO MAGAZINE SLOTS	CORRIDOR 128	25	\$72 90	\$1822 50	\$72 90	\$ 1,822 50
SAFCO	5603CL	SAFCO MAGAZINE SLOTS	CORRIDOR 128	25	\$150 36	\$3759 00	\$150 36	\$ 3,759 00
TEK	BMRS12448L	Rectangular Desk With Full And Half Gables, Flush Full	OFFICE 121	1	\$200 10	\$200 10	\$218 59	\$ 218 59
TEK	BMRF13072	Rectangular Desk with Full Gables, Flush Full Modesty	OFFICE 121	1	\$268 67	\$268 67	\$283 71	\$ 283 71
TEK	INXYF11WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully Upright	OFFICE 121	1	\$226 98	\$226 98	\$229 89	\$ 229 89
TEK	BRAX05	Center Pencil Drawer	PO 104	1	\$30 00	\$30 00	\$33 09	\$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 104	1	\$9 53	\$9 53	\$10 29	\$ 10 29
TEK	B5OB183072	Bookcase, 18"d x 30"w x 72"h	PO 104	2	\$271 33	\$542 66	\$286 53	\$ 573 06
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 104	1	\$75 67	\$75 67	\$79 90	\$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 104	2	\$121 68	\$243 36	\$123 24	\$ 246 48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Full	PO 104	1	\$157 00	\$157 00	\$165 79	\$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synchron	PO 104	1	\$375 72	\$375 72	\$375 72	\$ 375 72
TEK	B5LF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 104	1	\$239 33	\$239 33	\$252 74	\$ 252 74
TEK	B5PM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 104	1	\$192 33	\$192 33	\$203 10	\$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 104	1	\$631 00	\$631 00	\$666 34	\$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 105	1	\$31 33	\$31 33	\$33 09	\$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 105	1	\$9 80	\$9 80	\$10 29	\$ 10 29
TEK	B5OB183072	Bookcase, 18"d x 30"w x 72"h	PO 105	1	\$271 33	\$271 33	\$286 53	\$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 105	1	\$75 67	\$75 67	\$79 90	\$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 105	2	\$121 68	\$243 36	\$123 24	\$ 246 48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 105	1	\$157 00	\$157 00	\$165 79	\$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synchron	PO 105	1	\$375 72	\$375 72	\$375 72	\$ 375 72
TEK	B5LF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 105	1	\$239 33	\$239 33	\$252 74	\$ 252 74
TEK	B5PM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 105	1	\$192 33	\$192 33	\$203 10	\$ 203 10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 105	1	\$631 00	\$631 00	\$666 34	\$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 106	1	\$31 33	\$31 33	\$33 09	\$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 106	1	\$9 80	\$9 80	\$10 29	\$ 10 29
TEK	B5OB183072	Bookcase, 18"d x 30"w x 72"h	PO 106	1	\$271 33	\$271 33	\$286 53	\$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 106	1	\$75 67	\$75 67	\$79 90	\$ 79 90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 106	2	\$121 68	\$243 36	\$123 24	\$ 246 48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Full	PO 106	1	\$157 00	\$157 00	\$165 79	\$ 165 79
SIT	5624YB4 A99	Focus Executive, Upholstered Back, Enhanced Synchron	PO 106	1	\$375 72	\$375 72	\$375 72	\$ 375 72
TEK	B5LF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 106	1	\$239 33	\$239 33	\$252 74	\$ 252 74
TEK	B5PM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 106	1	\$192 33	\$192 33	\$203 10	\$ 203 10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 106	1	\$631 00	\$631 00	\$666 34	\$ 666 34
TEK	BRAX05	Center Pencil Drawer	PO 107	1	\$31 33	\$31 33	\$33 09	\$ 33 09
TEK	TLFP	Flush Plates (2/pkg)	PO 107	1	\$9 80	\$9 80	\$10 29	\$ 10 29
TEK	B5OB183072	Bookcase, 18"d x 30"w x 72"h	PO 107	1	\$271 33	\$271 33	\$286 53	\$ 286 53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 107	1	\$75 67	\$75 67	\$79 90	\$ 79 90



TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 107	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 107	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 107	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 107	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 107	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 107	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 108	1	\$30.00	\$30.00	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 108	1	\$9.53	\$9.53	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 108	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 108	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 108	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 108	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 108	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 108	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 108	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 108	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 109	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 109	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 109	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 109	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 109	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 109	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 109	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 109	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 109	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 109	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 110	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 110	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 110	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 110	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 110	2	\$121.68	\$243.36	\$123.24	\$	123.24
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 110	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 110	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 110	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 110	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 110	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 111	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 111	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 111	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 111	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 111	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 111	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 111	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 111	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 111	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 111	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 111	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 111	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 111	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 111	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 111	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 111	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synd	PO 111	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 111	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 111	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 111	1	\$631.00	\$631.00	\$666.34	\$	666.34

TEK	BRAX05	Center Pencil Drawer	PO 112	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 112	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 112	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 112	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 112	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448L	Rectangular Desk with Full and Half Gable, Flush Full	PO 112	1	\$157.00	\$157.00	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 112	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 112	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 112	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402R	Executive Worksurface with Straight Full Modesty -	PO 112	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 113	1	\$31.33	\$31.33	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 113	1	\$9.80	\$9.80	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 113	1	\$271.33	\$271.33	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 113	1	\$75.67	\$75.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 113	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Full	PO 113	1	\$157.00	\$157.00	\$165.79	\$	165.79
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 113	1	\$239.33	\$239.33	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 113	1	\$192.33	\$192.33	\$203.10	\$	203.10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 113	1	\$631.00	\$631.00	\$666.34	\$	666.34
TEK	BRAX05	Center Pencil Drawer	PO 114	1	\$30.00	\$30.00	\$33.09	\$	33.09
TEK	TLFP	Flush Plates (2/pkg)	PO 114	1	\$9.53	\$9.53	\$10.29	\$	10.29
TEK	BSOB183072	Bookcase, 18"d x 30"w x 72"h	PO 114	1	\$261.00	\$261.00	\$286.53	\$	286.53
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 114	1	\$72.67	\$72.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 114	2	\$121.68	\$243.36	\$123.24	\$	246.48
TEK	BDRS12448R	Rectangular Desk with Full and Half Gable, Flush Full	PO 114	1	\$145.97	\$145.97	\$165.79	\$	165.79
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 114	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 114	1	\$230.00	\$230.00	\$252.74	\$	252.74
TEK	BSPM22281212	Pedestal, Mobile, 22"d x 28"h, File, File	PO 114	1	\$185.00	\$185.00	\$203.10	\$	203.10
TEK	BMURE3072E402L	Executive Worksurface with Straight Full Modesty -	PO 114	1	\$606.67	\$606.67	\$666.34	\$	666.34
TEK	BSOB183672	Bookcase, 18"d x 36"w x 72"h	PO 115	3	\$282.67	\$848.01	\$298.50	\$	898.50
TEK	BMSTR1836	Top for Storage Cabinet (1-3/16" WS), 18"d x 36"w	PO 115	1	\$72.67	\$72.67	\$79.90	\$	79.90
TEK	NSAGFKU	Savera Guest Chair, Upholstered Seat	PO 115	6	\$121.68	\$730.08	\$123.24	\$	739.44
TEK	BCMROF36	Round Meeting Table w/ Four Point Base, 36" dia	PO 115	1	\$198.00	\$198.00	\$209.09	\$	209.09
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	PO 115	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BMRF52472	Rectangular Desk with Full Gables, Flush 1/2 Modesty	PO 115	1	\$224.91	\$224.91	\$245.70	\$	245.70
TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	PO 115	1	\$230.00	\$230.00	\$252.74	\$	252.74
TEK	BSPS22281212	Pedestal, Stationary, 22"d x 28"h, File, File	PO 115	2	\$185.00	\$370.00	\$195.36	\$	195.36
TEK	BMEAA3072E402	Arch Executive Worksurface with Convex Full Mode	PO 115	1	\$685.00	\$685.00	\$723.36	\$	723.36
NOF	85N2024ENLW	ELOQUENCE, END TABLE, LAMINATE TOP	RECEPTION 100	1	\$261.02	\$261.02	\$261.02	\$	261.02
NOF	N855AAT	ELOQUENCE, TANDEM TWO SEAT, HALF UPHOLSTER	RECEPTION 100	2	\$548.75	\$1097.50	\$548.75	\$	1,097.50
TEK	BCPE1570P402	Countertop Perforated Element, 15" x 70" w, Large	RECEPTION 103	1	\$78.94	\$78.94	\$86.24	\$	86.24
TEK	BMSTR1872	Top for Storage Cabinet (1-3/16" WS), 18"d x 72" w	RECEPTION 103	1	\$135.33	\$135.33	\$142.91	\$	142.91
TEK	BMCS51272	Straight Countertop, 12" x 72" w	RECEPTION 103	1	\$164.01	\$164.01	\$179.17	\$	179.17
SIT	5624YB4.A99	Focus Executive, Upholstered Back, Enhanced Synch	RECEPTION 103	1	\$375.72	\$375.72	\$375.72	\$	375.72
TEK	BMRF13072	Rectangular Desk with Full Gables, Flush Full Modesty	RECEPTION 103	1	\$249.72	\$249.72	\$272.80	\$	272.80
TEK	BMRS12460R	Rectangular Desk With Full And Half Gables, Flush Full	RECEPTION 103	1	\$218.79	\$218.79	\$239.01	\$	239.01

TEK	BSLF183628	Lateral File, Two Drawers, 18"d x 36"w x 28"h	RECEPTION 103	2	\$239.33	\$478.66	\$252.74	\$	505.48
TEK	BSPS18281212	Pedestal, Stationary, 18"d x 28"h, File, File	RECEPTION 103	1	\$177.00	\$177.00	\$186.91	\$	186.91
TEK	BSPS18286612	Pedestal, Stationary, 18"d x 28"h, Box, Box, File	RECEPTION 103	1	\$185.33	\$185.33	\$195.71	\$	195.71
SAFCO	5241	SAFCO INDUSTRIAL SHELVING - BLACK	ROOM 117	5	\$110.81	\$554.05	\$110.81	\$	554.05
FORMASPA		FORMASPACE - BASIX 36 x 36	ROOM 120	2	\$433.13	\$866.26	\$433.13	\$	866.26
FORMASPA		FORMASPACE - BASIX 28 x 60	ROOM 120	2	\$484.88	\$969.76	\$484.88	\$	969.76
TEK	RHAW572	Wall Support, 72"w	ROOM 120	9	\$16.88	\$151.92	\$17.25	\$	155.25
TEK	RHWSO152430	Standard Wall Cabinet, No Door, 15"d x 24"w x 30"	ROOM 120	1	\$123.31	\$123.31	\$126.02	\$	126.02
TEK	RHWSO153030	Standard Wall Cabinet, No Door, 15"d x 30"w x 30"	ROOM 120	1	\$132.61	\$132.61	\$135.52	\$	135.52
TEK	RHWSO153330	Standard Wall Cabinet, No Door, 15"d x 33"w x 30"	ROOM 120	3	\$139.50	\$418.50	\$142.56	\$	427.68
TEK	RHWSO153630	Standard Wall Cabinet, No Door, 15"d x 36"w x 30"	ROOM 120	8	\$144.67	\$1157.36	\$147.84	\$	1,182.72
TEK	RHWSO154230	Standard Wall Cabinet, No Door, 15"d x 42"w x 30"	ROOM 120	1	\$187.03	\$187.03	\$191.14	\$	191.14
TEK	RHACTB	Countertop Bracket	ROOM 120	10	\$24.46	\$244.60	\$24.99	\$	249.90
TEK	RHAE62435	End Gable, 24"w x 35"h	ROOM 120	11	\$63.72	\$700.92	\$65.12	\$	716.32
TEK	RHACTS25108	Countertop, Standard, 25"d x 108"w	ROOM 120	2	\$263.16	\$526.32	\$268.93	\$	537.86
TEK	RHACTS2548	Countertop, Standard, 25"d x 48"w	ROOM 120	1	\$109.88	\$109.88	\$112.29	\$	112.29
TEK	RHACTS2563	Countertop, Standard, 25"d x 63"w	ROOM 120	1	\$144.67	\$144.67	\$147.84	\$	147.84
TEK	RHACTS2584	Countertop, Standard, 25"d x 84"w	ROOM 120	1	\$192.20	\$192.20	\$196.42	\$	196.42
TEK	RHACTS2595	Countertop, Standard, 25"d x 95"w	ROOM 120	1	\$229.40	\$229.40	\$234.43	\$	234.43
TEK	RHAFS0630	Side Filler for Wall Cabinet, 6"w x 30"h	ROOM 120	1	\$38.23	\$38.23	\$39.07	\$	39.07
TEK	LBT6012042	Bookshelf, Six-High, Letter height, 20"d x 42"w	ROOM 120	4	\$333.06	\$1332.24	\$342.55	\$	1,370.20
TEK	RHAW572	Wall Support, 72"w	ROOM 123	8	\$16.88	\$135.04	\$17.25	\$	138.00
TEK	RHWSO152115	Standard Wall Cabinet, No Door, 15"d x 21"w x 15"	ROOM 123	2	\$91.28	\$182.56	\$93.28	\$	186.56
TEK	RHWSO152436	Standard Wall Cabinet, No Door, 15"d x 24"w x 36"	ROOM 123	2	\$141.91	\$283.82	\$145.02	\$	290.04
TEK	RHWSO153615	Standard Wall Cabinet, No Door, 15"d x 36"w x 15"	ROOM 123	2	\$106.78	\$213.56	\$109.12	\$	218.24
TEK	RHWSO153636	Standard Wall Cabinet, No Door, 15"d x 36"w x 36"	ROOM 123	2	\$170.16	\$340.32	\$173.89	\$	347.78
TEK	RHACTB	Countertop Bracket	ROOM 123	1	\$24.46	\$24.46	\$24.99	\$	24.99
TEK	RHAE62435	End Gable, 24"w x 35"h	ROOM 123	1	\$63.72	\$63.72	\$65.12	\$	65.12
TEK	RHABSH1204	Backsplash, Standard, 12"w x 4"h	ROOM 123	2	\$6.20	\$12.40	\$6.34	\$	12.68
TEK	RHABSH1504	Backsplash, Standard, 15"w x 4"h	ROOM 123	1	\$7.58	\$7.58	\$7.74	\$	7.74
TEK	RHABSH2304	Backsplash, Standard, 23"w x 4"h	ROOM 123	1	\$10.68	\$10.68	\$10.91	\$	10.91
TEK	RHABSH2404	Backsplash, Standard, 24"w x 4"h	ROOM 123	2	\$11.02	\$22.04	\$11.26	\$	22.52
TEK	RHABSH56004	Backsplash, Standard, 60"w x 4"h	ROOM 123	1	\$27.90	\$27.90	\$28.51	\$	28.51
TEK	RHABSH7004	Backsplash, Standard, 70"w x 4"h	ROOM 123	1	\$32.38	\$32.38	\$33.09	\$	33.09
TEK	RHABSH8104	Backsplash, Standard, 81"w x 4"h	ROOM 123	1	\$33.76	\$33.76	\$34.50	\$	34.50
TEK	RHABSH9204	Backsplash, Standard, 92"w x 4"h	ROOM 123	1	\$35.82	\$35.82	\$36.61	\$	36.61
TEK	RHABSH9604	Backsplash, Standard, 96"w x 4"h	ROOM 123	1	\$36.86	\$36.86	\$37.66	\$	37.66
TEK	RHACTS2560	Countertop, Standard, 25"d x 60"w	ROOM 123	1	\$137.43	\$137.43	\$140.45	\$	140.45
TEK	RHACTS2570	Countertop, Standard, 25"d x 70"w	ROOM 123	1	\$160.51	\$160.51	\$164.03	\$	164.03
TEK	RHACTS2581	Countertop, Standard, 25"d x 81"w	ROOM 123	1	\$185.31	\$185.31	\$189.38	\$	189.38
TEK	RHACTS2592	Countertop, Standard, 25"d x 92"w	ROOM 123	1	\$210.80	\$210.80	\$215.42	\$	215.42
TEK	RHAE62435	End Gable, 24"w x 46"h	ROOM 123	3	\$98.17	\$294.51	\$100.32	\$	300.96
TEK	RHAFS0636	Side Filler for Wall Cabinet, 6"w x 36"h	ROOM 123	1	\$39.96	\$39.96	\$40.83	\$	40.83
TEK	RHAFB0635	Side Filler for Base and Storage Cabinets, 6"w x 35"	ROOM 123	1	\$46.16	\$46.16	\$47.17	\$	47.17
TEK	RDRSL2448L	Rectangular Desk w/ Laminated Full and Half Gables,	ROOM 123	1	\$215.89	\$215.89	\$235.84	\$	235.84
TEK	RDRSL2448R	Rectangular Desk w/ Laminated Full and Half Gables,	ROOM 123	1	\$215.89	\$215.89	\$235.84	\$	235.84

TEK	NXXYF1WF	t-3 Swivel Stool, Footring, 2D T-Arms, Width and Height, Fully Upright	ROOM 123	1	\$239 46	\$239 46	\$242 53	\$	242 53
TEK	NXXYF1WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully Upright	ROOM 123	1	\$226 98	\$226 98	\$229 89	\$	229 89
TEK	RBSP22286612	Pedestal, Stationary, 22"d x 28"h, Box, Box, File	ROOM 123	1	\$197 20	\$197 20	\$215 42	\$	215 42
TEK	RHBWF241535	Base Cabinet with Four Drawers, 24"d x 15"w x 35"	ROOM 123	1	\$300 36	\$300 36	\$306 94	\$	306 94
TEK	RHBWF242435	Base Cabinet with Four Drawers, 24"d x 24"w x 35"	ROOM 123	1	\$358 22	\$358 22	\$366 08	\$	366 08
TEK	RHBDF244235	Sink Cabinet with Doors, 24"d x 42"w x 35"h	ROOM 123	1	\$299 67	\$299 67	\$306 24	\$	306 24
TEK	RHBDO243635	Base Cabinet with One Drawer, Two Doors, 24"d x 36"w x 35"	ROOM 123	1	\$347 54	\$347 54	\$355 17	\$	355 17
TEK	RHBSD243635	Standard Base Cabinet, Two Doors, 24"d x 36"w x 35"	ROOM 123	1	\$265 22	\$265 22	\$271 04	\$	271 04
TEK	RHAW572	Wall Support, 72"w	ROOM 124	4	\$16 19	\$64 76	\$16 54	\$	66 16
NOF	85N2024ENLW	ELOQUENCE,END TABLE,LAMINATE TOP	ROOM 124	1	\$261 02	\$261 02	\$261 02	\$	261 02
TEK	RHWSO153030	Standard Wall Cabinet, No Door, 15"d x 30"w x 30"	ROOM 124	2	\$127 44	\$254 88	\$130 24	\$	260 48
TEK	RDMLF66	Flush-Mounted Modesty Panel - Laminated, Full Height	ROOM 124	1	\$59 93	\$59 93	\$65 47	\$	65 47
TEK	RPSC37	Structural Column, 37"h	ROOM 124	6	\$29 97	\$179 82	\$32 74	\$	196 44
TEK	RTU200	Universal Light, Standard Plug	ROOM 124	3	\$80 23	\$240 69	\$87 65	\$	262 95
TEK	RYCED37	Lateral Stabilizer - Elements, Shared, 37"h	ROOM 124	2	\$41 89	\$83 78	\$45 76	\$	91 52
TEK	RYCES37	Lateral Stabilizer - Elements, Single, 37"h	ROOM 124	4	\$22 56	\$90 24	\$24 64	\$	98 56
NOF	N85LAT	ELOQUENCE,ONE SEAT LOUNGE,ARM CAP	ROOM 124	2	\$677 98	\$1355 96	\$677 98	\$	1,355 96
TEK	RPSP2246	Unframed Fabric Element, 22"h x 46"w	ROOM 124	3	\$55 74	\$167 22	\$60 90	\$	182 70
TEK	RTY24050	Utility Light, 24"w, Standard Plug, Standard Ballast,	ROOM 124	2	\$84 42	\$168 84	\$92 22	\$	184 44
TEK	RTY36050	Utility Light, 36"w, Standard Plug, Standard Ballast,	ROOM 124	2	\$105 37	\$210 74	\$115 10	\$	230 20
TEK	LBT60L1536	Bookshelf, Six-High, Letter height, 15"h x 36"w	ROOM 124	7	\$295 00	\$2065 00	\$303 41	\$	2,123 87
TEK	ADDRDL2484	Rectangular Desk w/ Laminated Half Gables, 24"d x 84"	ROOM 124	1	\$300 96	\$300 96	\$328 77	\$	328 77
TEK	RDRRL3048	Rectangular Desk w/ Laminated Full Gables, 30"d x 48"	ROOM 124	3	\$249 40	\$748 20	\$272 45	\$	817 35
TEK	RDRRL3066	Rectangular Desk w/ Laminated Full Gables, 30"d x 60"	ROOM 124	2	\$270 67	\$541 34	\$295 68	\$	591 36
TEK	RYEF3730	1" Framed Fabric Element, 37"h x 30"w	ROOM 124	6	\$99 24	\$595 44	\$108 42	\$	650 52
TEK	ROCCCL648	Overhead Cabinet, Laminated Hinged Doors - Column	ROOM 124	3	\$199 46	\$598 38	\$217 89	\$	653 67
TEK	NXXYF1WF	t-3 Task Chair, 2D T-Arms, Width and Height, Fully Upright	ROOM 124	5	\$226 98	\$1134 90	\$229 89	\$	1,149 45
TEK	RBSP22286612	Pedestal, Stationary, 22"d x 28"h, Box, Box, File	ROOM 124	1	\$197 20	\$197 20	\$215 42	\$	215 42
TEK	RBSP24286612	Pedestal, Stationary, 24"d x 28"h, Box, Box, File	ROOM 124	4	\$196 56	\$786 24	\$214 72	\$	858 88
TEK	RHWSD154230	Standard Wall Cabinet, Two Doors, 15"d x 42"w x 35"	ROOM 124	2	\$242 83	\$485 66	\$248 16	\$	496 32
NEVINS	TXMAS	NEVINS TXMAS SMART BUY FEE 1 5228%	SMART BUY FEE	1	\$47 04	\$47 04	\$47 04	\$	47 04
SAFCO	5276	SAFCO INDUSTRIAL SHELVING	STORAGE 140	2	\$98 44	\$196 88	\$98 44	\$	196 88
SAFCO	5294	SAFCO INDUSTRIAL SHELVING	STORAGE 142	5	\$167 06	\$835 30	\$167 06	\$	835 30
SAFCO	5294	SAFCO INDUSTRIAL SHELVING	STORAGE 150	5	\$167 06	\$835 30	\$167 06	\$	835 30
MAYLINE	A35CH5	INDEXING CARD HOLDERS FOR UPRIGHT/END PANEL	STORAGE ROOM 119	3	\$40 79	\$122 37	\$40 79	\$	122 37
MAYLINE	EF1897L	18"W X 97"H CLOSED L UPRIGHT	STORAGE ROOM 119	8	\$44 25	\$354 00	\$44 25	\$	354 00
MAYLINE	EF1897T	18"W X 97"H CLOSED T UPRIGHT	STORAGE ROOM 119	10	\$66 18	\$661 80	\$66 18	\$	661 80
MAYLINE	EF4211SS	42"W SHELF SUPPORT 11GA, PEBBLE GRAY	STORAGE ROOM 119	392	\$3 85	\$1509 20	\$3 85	\$	1,509 20
MAYLINE	EF4214SSB	42"W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 119	56	\$3 85	\$215 60	\$3 85	\$	215 60
MAYLINE	EF4218S	42"W X 18"D SLOTTED SHELF	STORAGE ROOM 119	98	\$16 16	\$1583 68	\$16 16	\$	1,583 68
MAYLINE	EF4218U	42"W X 18"D UNSLOTTED SHELF	STORAGE ROOM 119	14	\$14 24	\$199 36	\$14 24	\$	199 36
MAYLINE	EF4236U18GA	42"W X 36"D UNSLOTTED SHELF 18GA	STORAGE ROOM 119	14	\$37 71	\$527 94	\$37 71	\$	527 94
MAYLINE	EF42CS	42"W COMMON STOP	STORAGE ROOM 119	196	\$3 46	\$678 16	\$3 46	\$	678 16
MAYLINE	EX3697L	36"W X 97"H CLOSED L UPRIGHT	STORAGE ROOM 119	8	\$85 03	\$680 24	\$85 03	\$	680 24
MAYLINE	EX3697T	36"W X 97"H CLOSED T UPRIGHT	STORAGE ROOM 119	10	\$81 90	\$811 90	\$81 90	\$	811 90
MAYLINE	EX4236SDF	42"W X 36"D DF X-RAY SLOTTED SHELF	STORAGE ROOM 119	98	\$33 09	\$3242 82	\$33 09	\$	3,242 82

MAYLINE	F18SR	18"D SHELF REINFORCEMENT	STORAGE ROOM 119	196	\$2 31	\$452 76	\$2 31	\$	\$	452 76
MAYLINE	X18DV5	18"D ADJUSTABLE FILE DIVIDER - 5 PACK	STORAGE ROOM 119	59	\$28 47	\$1679 73	\$28 47	\$	\$	1,679 73
MAYLINE	X36SR	36"D SHELF REINFORCEMENT	STORAGE ROOM 119	252	\$4 62	\$1164 24	\$4 62	\$	\$	1,164 24
MAYLINE	X36SRB	36"D BOTTOM SHELF REINFORCEMENT	STORAGE ROOM 119	42	\$2 31	\$97 02	\$2 31	\$	\$	97 02
MAYLINE	EF1876L	18X76 CLOSED L UPRIGHT	STORAGE ROOM 122	4	\$32 71	\$130 84	\$32 71	\$	\$	130 84
MAYLINE	EF1876T	18X76 CLOSED T UPRIGHT	STORAGE ROOM 122	4	\$28 86	\$115 44	\$28 86	\$	\$	115 44
MAYLINE	EF2414SS	24W SHELF SUPPORT, 14GA	STORAGE ROOM 122	20	\$3 85	\$77 00	\$3 85	\$	\$	77 00
MAYLINE	EF2414SSB	24W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 122	4	\$3 85	\$15 40	\$3 85	\$	\$	15 40
MAYLINE	EF2418S	24X18 SLOTTED SHELF	STORAGE ROOM 122	10	\$14 24	\$142 40	\$14 24	\$	\$	142 40
MAYLINE	EF2418U	24X18 UNSLOTTED SHELF	STORAGE ROOM 122	2	\$11 93	\$23 86	\$11 93	\$	\$	23 86
MAYLINE	EF24CS	24"W COMMON STOP	STORAGE ROOM 122	10	\$3 08	\$30 80	\$3 08	\$	\$	30 80
MAYLINE	EF4214SSB	42W BOTTOM SHELF SUPPORT, 14GA	STORAGE ROOM 122	8	\$3 85	\$30 80	\$3 85	\$	\$	30 80
MAYLINE	EF4218S	42X18 SLOTTED SHELF	STORAGE ROOM 122	20	\$16 16	\$323 20	\$16 16	\$	\$	323 20
MAYLINE	EF4218U	42X18 UNSLOTTED SHELF	STORAGE ROOM 122	4	\$14 24	\$56 96	\$14 24	\$	\$	56 96
MAYLINE	EF42CS	42"W COMMON STOP	STORAGE ROOM 122	20	\$3 46	\$69 20	\$3 46	\$	\$	69 20
MAYLINE	F18SR	18"D SHELF REINFORCEMENT	STORAGE ROOM 122	50	\$2 31	\$115 50	\$2 31	\$	\$	115 50
MAYLINE	X18DV5	18"D ADJUSTABLE FILE DIVIDER, 5-PACK	STORAGE ROOM 122	6	\$28 47	\$170 82	\$28 47	\$	\$	170 82
MAYLINE	EF4211SS	42W SHELF SUPPORT, 11GA,	STORAGE ROOM 122	40	\$3 85	\$154 00	\$3 85	\$	\$	154 00
NEVINS	LE3248E	MEDIA LECTERN -	TRAINING ROOM 138	1	\$1544 83	\$1544 83	\$1544 83	\$	\$	1,544 83
TEK	CTMT	Mobile Table Trolley	TRAINING ROOM 138	2	\$506 88	\$1013 76	\$506 88	\$	\$	1,013 76
TEK	NHDW	Volume - Accessories, Dolly (For Non-Upholstered Chair)	TRAINING ROOM 138	1	\$124 80	\$124 80	\$126 40	\$	\$	126 40
TEK	NHDSNN	Volume Stacking Chair	TRAINING ROOM 138	48	\$62 79	\$3013 92	\$63 60	\$	\$	3,052 80
TEK	CTFLCD2472	Rectangular Folding Table, C-Leg, Standard, 24"d x 72"d	TRAINING ROOM 138	13	\$291 81	\$3793 53	\$291 81	\$	\$	3,793 53
NEVINS	LE3248E	MEDIA LECTERN -	TRAINING ROOM 143	1	\$1544 83	\$1544 83	\$1544 83	\$	\$	1,544 83
TEK	CTMT	Mobile Table Trolley	TRAINING ROOM 143	3	\$506 88	\$1520 64	\$506 88	\$	\$	1,520 64
TEK	NHDW	Volume - Accessories, Dolly (For Non-Upholstered Chair)	TRAINING ROOM 143	1	\$124 80	\$124 80	\$126 40	\$	\$	126 40
TEK	NHDSNN	Volume Stacking Chair	TRAINING ROOM 143	77	\$62 79	\$4834 83	\$63 60	\$	\$	4,897 20
TEK	CTFLCD2472	Rectangular Folding Table, C-Leg, Standard, 24"d x 72"d	TRAINING ROOM 143	24	\$291 81	\$7003 44	\$291 81	\$	\$	7,003 44
HUBCO	Z74WSINSTALL	Installation of Mayline Filing System	ZDELIVERY	1	\$6067 22	\$6067 22	\$6067 22	\$	\$	6,067 22
FORMASPACE	Z71WSINBOUND	FORMASPACE FREIGHT	ZFREIGHT	1	\$507 50	\$507 50	\$507 50	\$	\$	507 50
MAYLINE	Z71WSINBOUND	Mayline Freight Charges	ZFreight	1	\$2721 04	\$2721 04	\$2721 04	\$	\$	2,721 04
HIS	Z74WSInstall	Delivery and Installation	ZInstall	1	\$16250 00	\$16250 00	\$16250 00	\$	\$	16,250 00
		Grand Total				\$135829 18		\$	\$	137,945 33

GALVESTON COUNTY

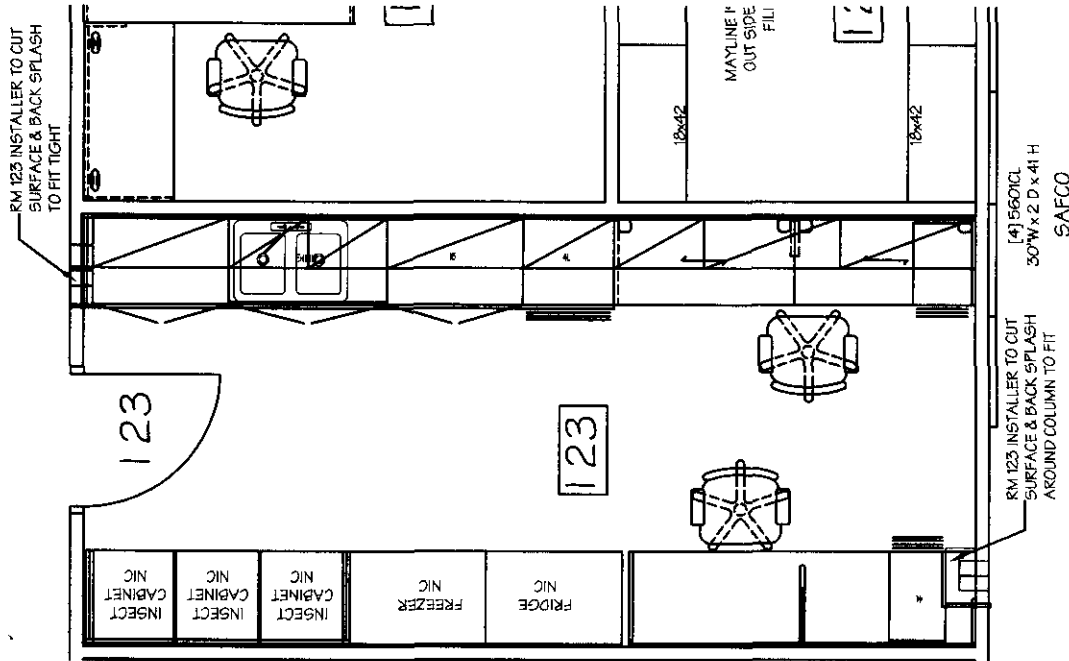
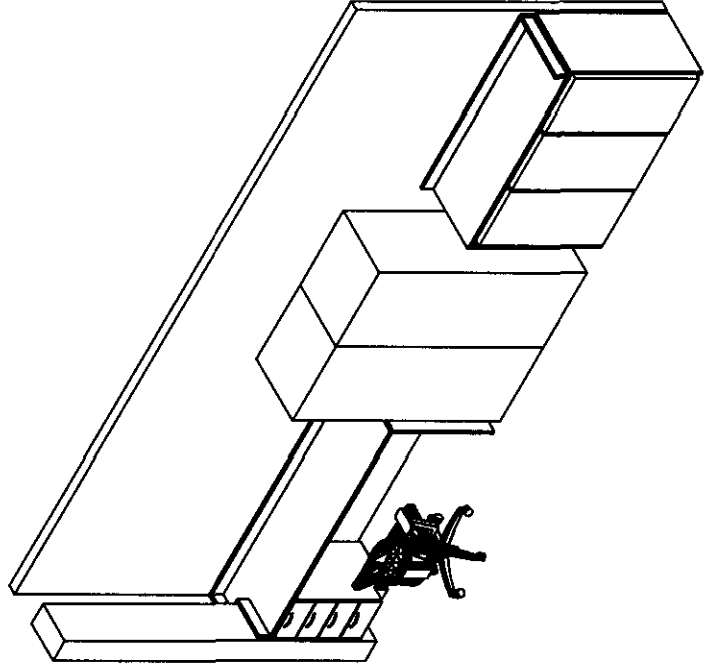
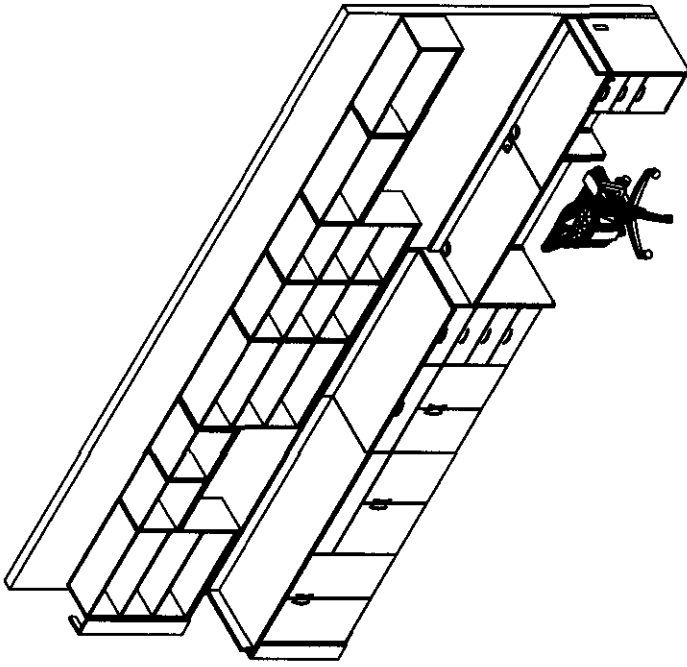
\*Signatures indicate approval of this layout as well as the attached specifications. Revisions requested to this layout are subject to additional charges including, but not limited to materials, field labor, and design time.

SIGNATURE \_\_\_\_\_

OFFICE EXTENSION

SCALE	1/4" = 1'-0"
SALES	B MOHER
DESIGNER	F RINCON
DATE	01/10/11
REVISION DATES	02/21/11
	03/15/11 03/28/11

SHEET



GALVESTON COUNTY  
 ROOM 123 - SPECIMEN LAB

GALVESTON COUNTY

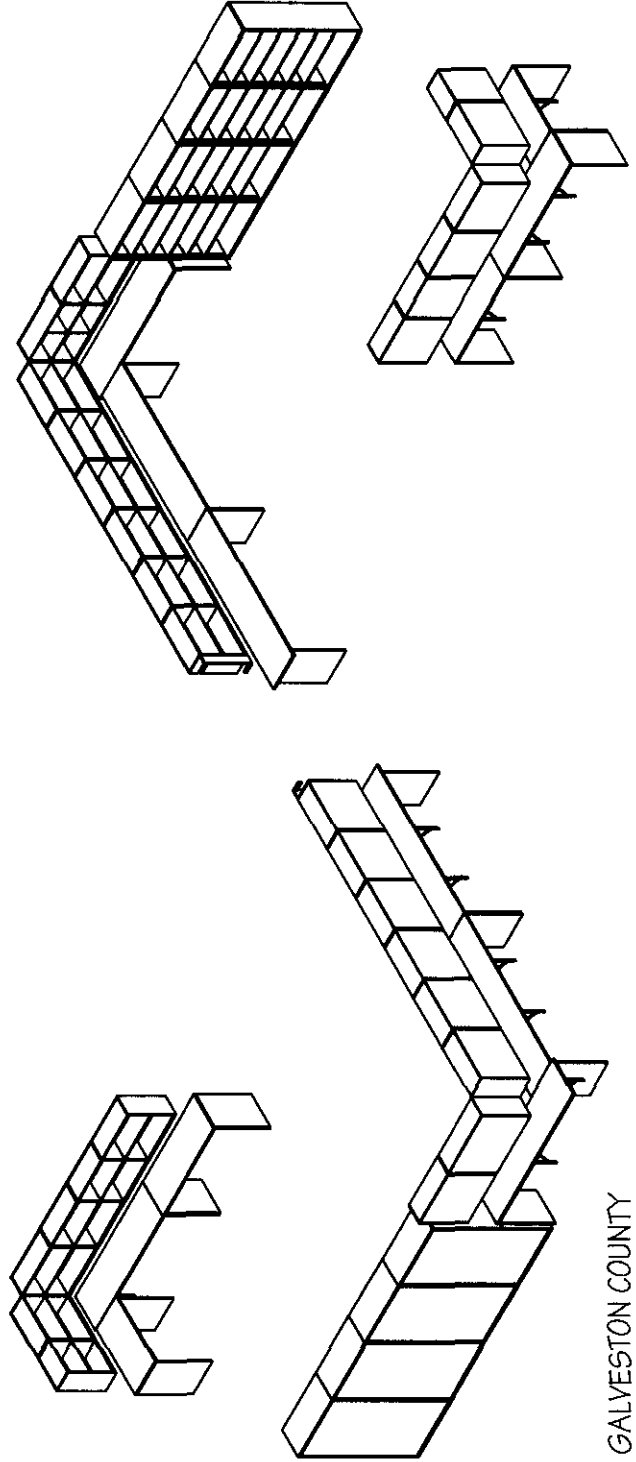
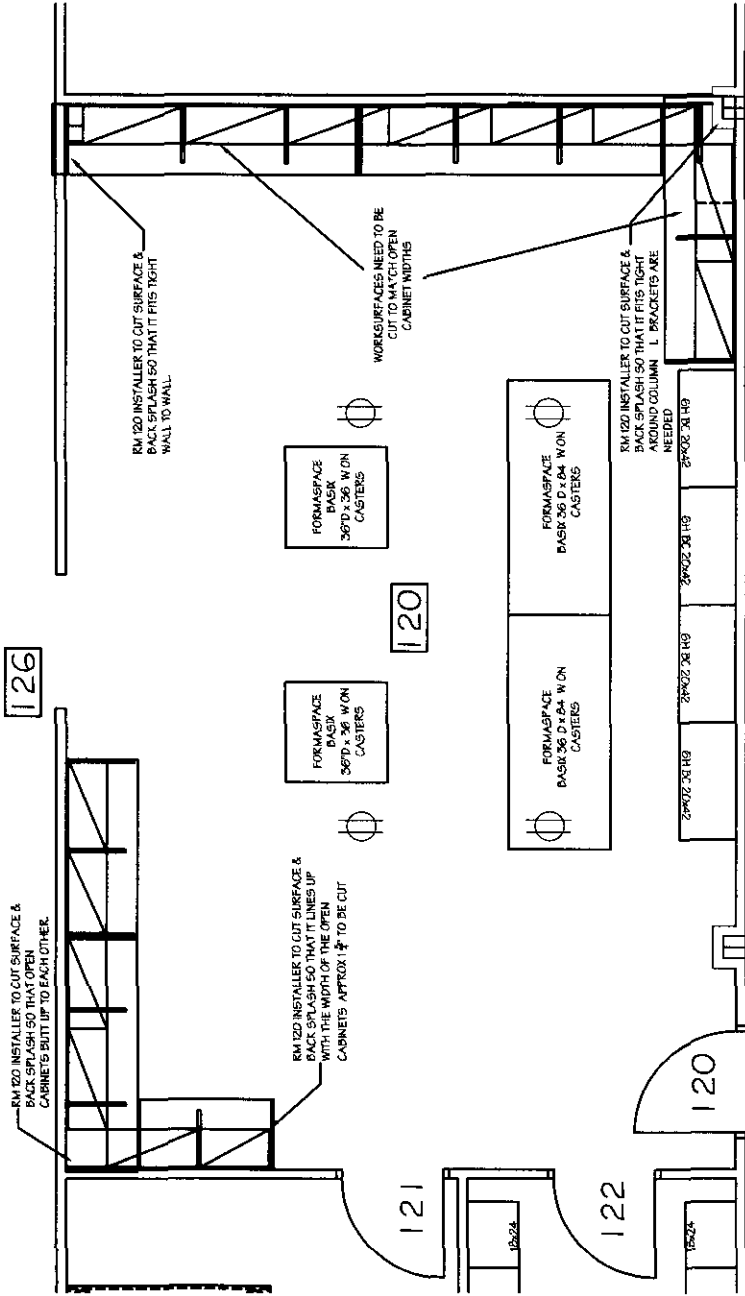
\*Signatures indicate approval of this layout as well as the attached specifications. Revisions requested to this layout are subject to additional charges including, but not limited to materials, field labor, and design time.

SIGNATURE \_\_\_\_\_

OFFICE EXTENSION

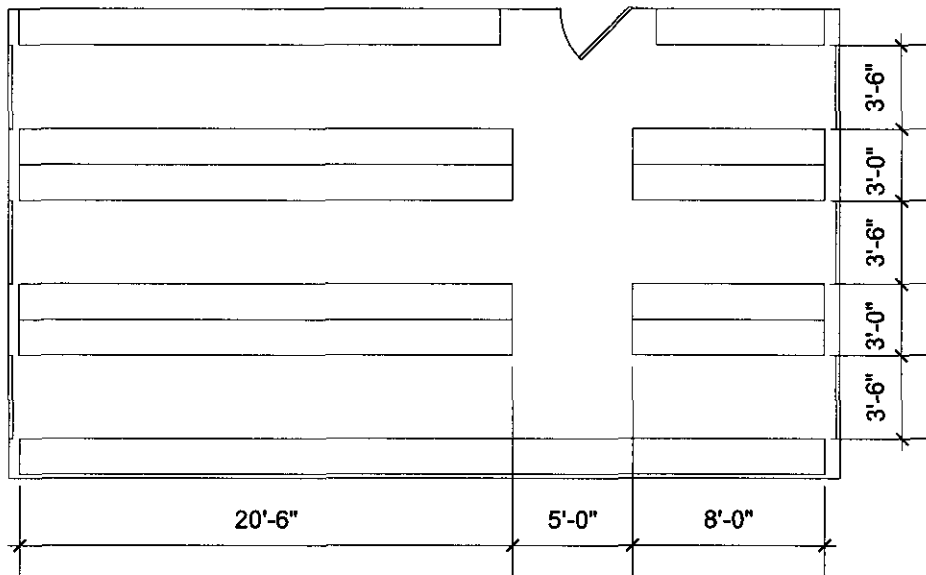
SCALE 3/16" = 1'-0"  
SALES B MOHER  
DESIGNER F RINCON  
DATE 01/10/11  
REVISION DATES 01/25/11, 02/21/11  
03/28/11

SHEET



GALVESTON COUNTY

ROOM 120



**Floor Plan Room 119**

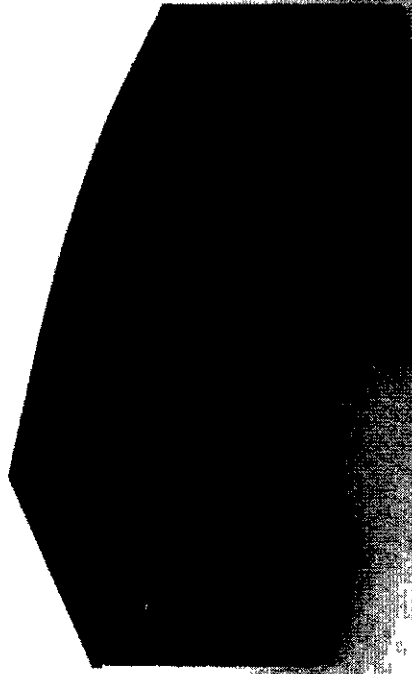
$\frac{1}{8}" = 1'-0"$

Low Density file storage  
provides 2,232 file inches per level  
( previous high density provided  
2,100 file inches per level)  
Recommend 7 levels as opposed to  
5 in previous configuration  
Option to provide 21 linear foot of  
future peg board wall as opposed to  
40 linear feet in previous  
configuration

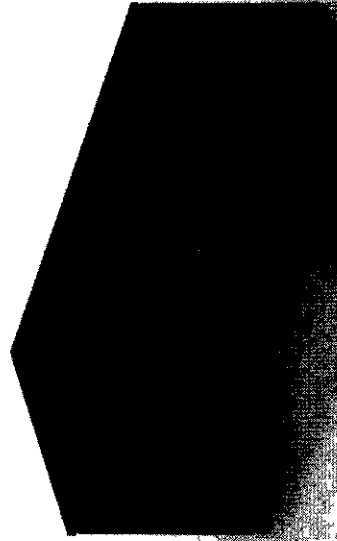




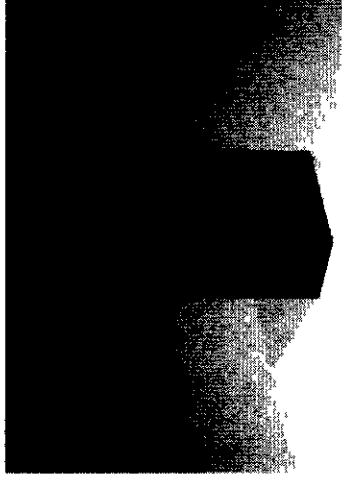
# Office 115



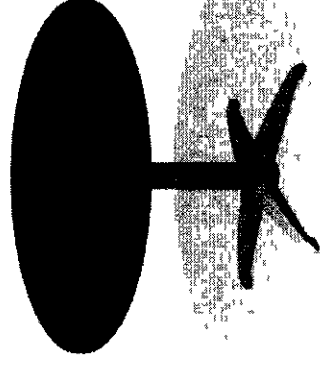
Arch Executive Desk 30X72



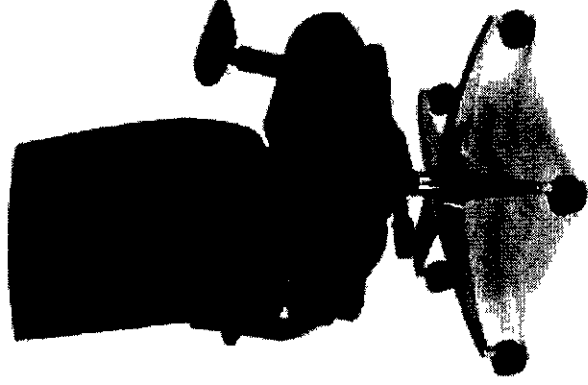
24X72 Desk with FF pedestals



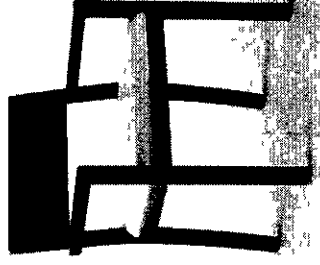
5 Shelf Bookcase



36" Table

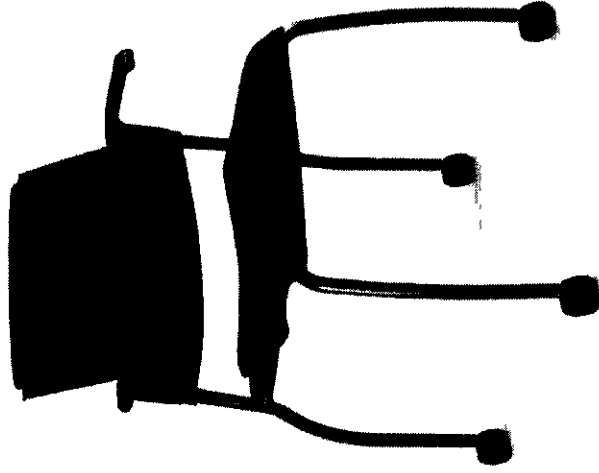


SitonIt Focus Chair

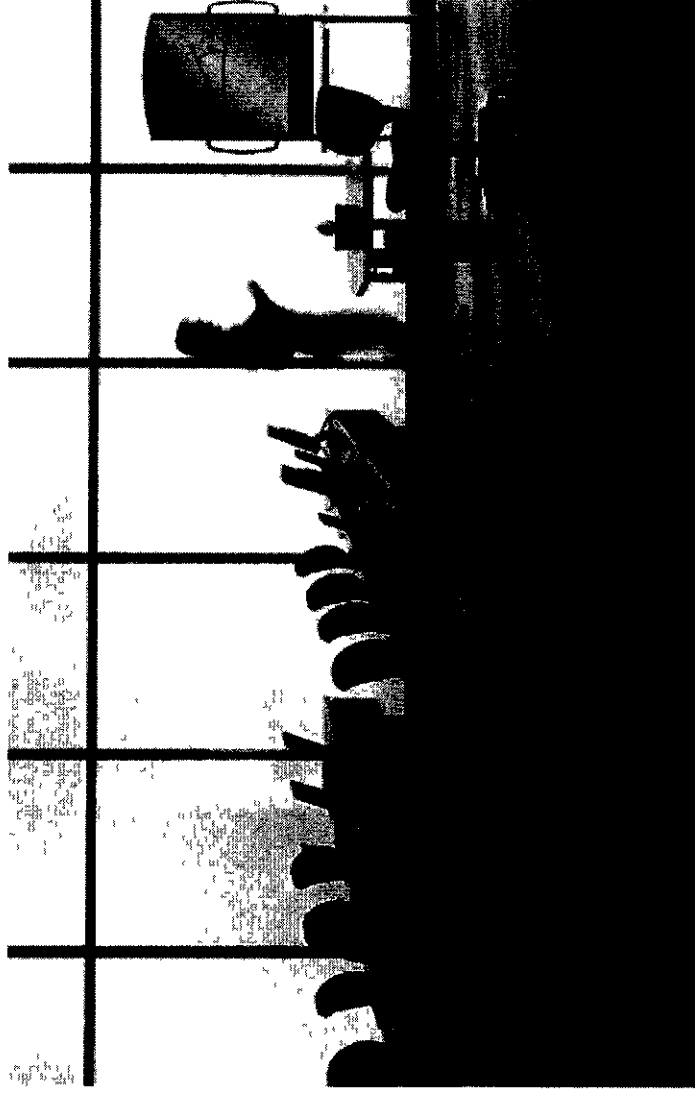


Synapse Chair

## Breakroom 116

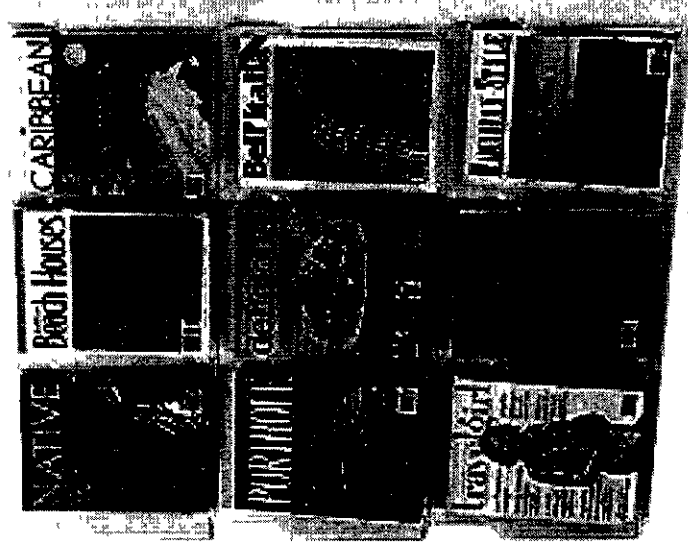


Global Sonic Chair



Teknion Training Tables  
See plan for shapes and layout

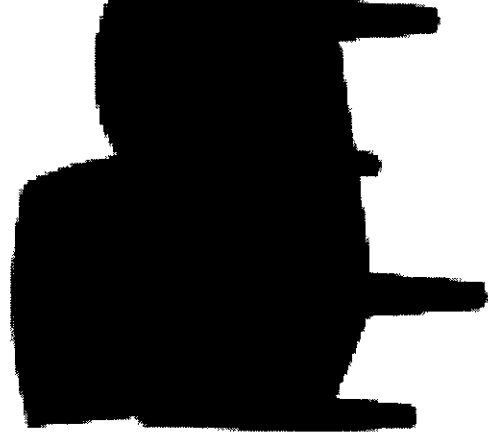
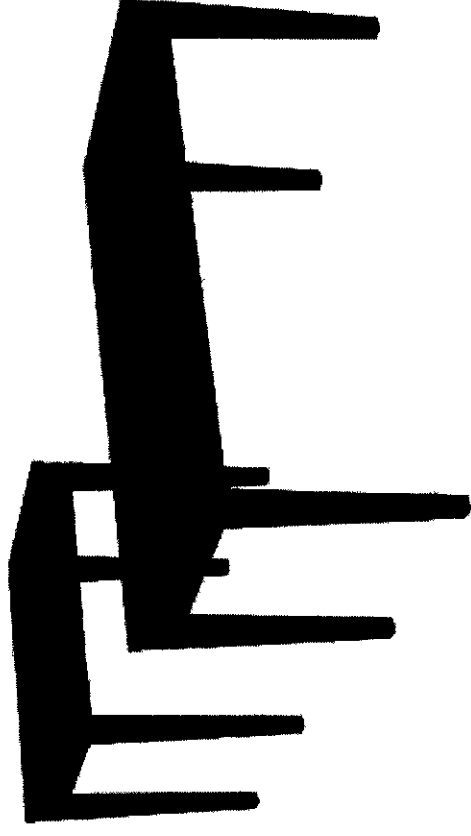
## Corridor 128



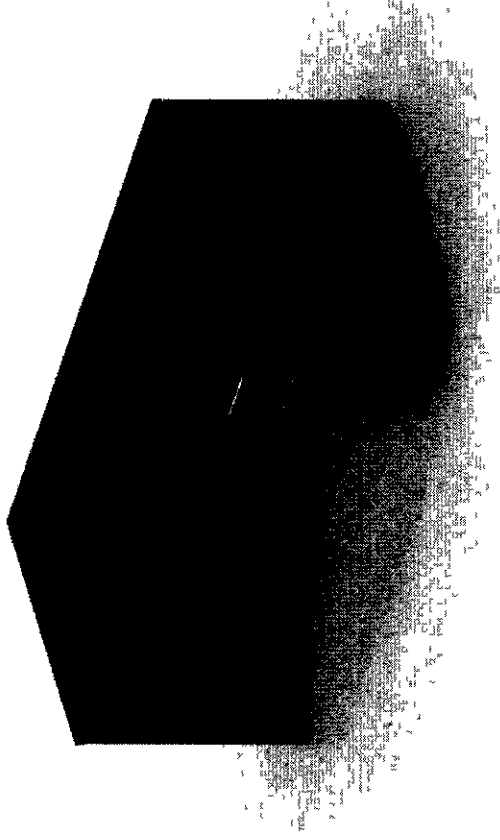
### **Reveal™ 9 Magazine Display** **Item #: 5603CL**

Think outside the box by looking in! Reveal™ design displays literature clearly. Each pocket holds 1-3/4" of printed material. Thermoformed, one-piece units have no sharp edges or corners. The displays are wall mountable with hardware included. Wire partition hangers fit all Reveal Displays.

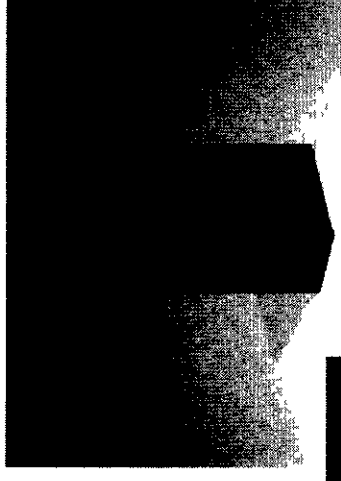
Reception Area  
National Eloquence Seating  
And Tables



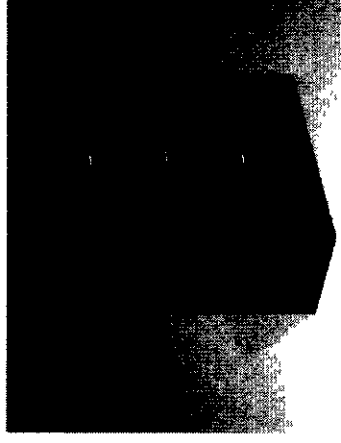
## Standard Private Offices



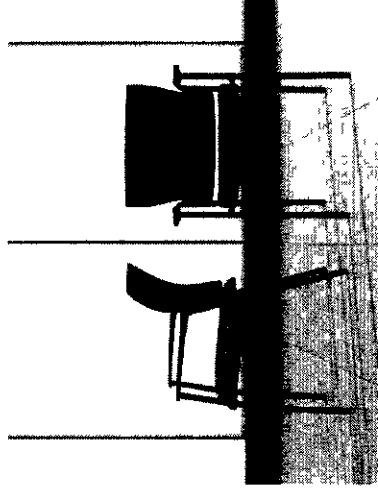
Bookcase



Lateral File  
2dr. In price



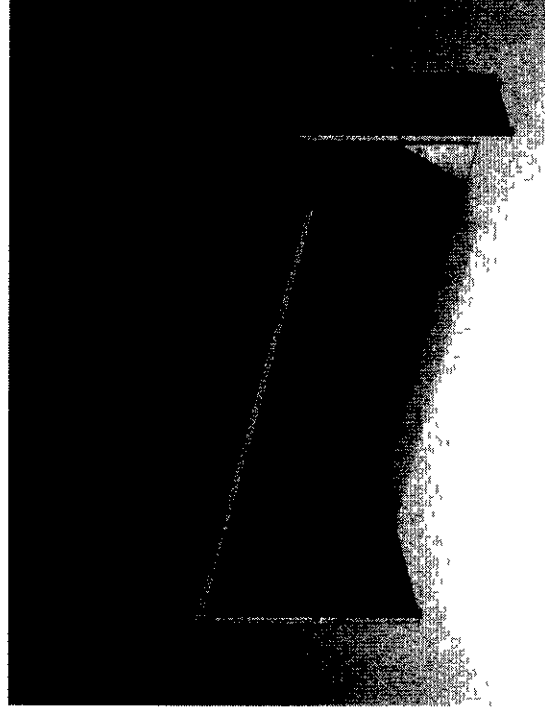
Teknion Single Pedestal Desk



Savera Side Chair

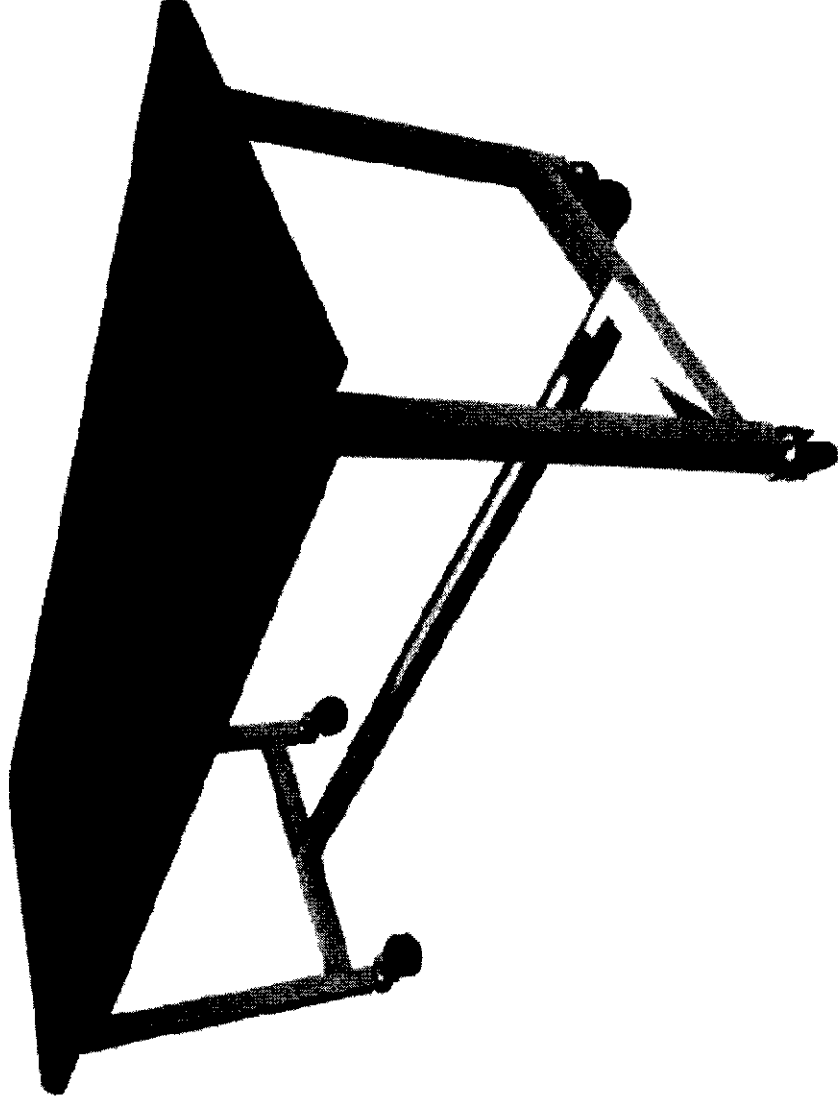


SitonIt Focus Chair

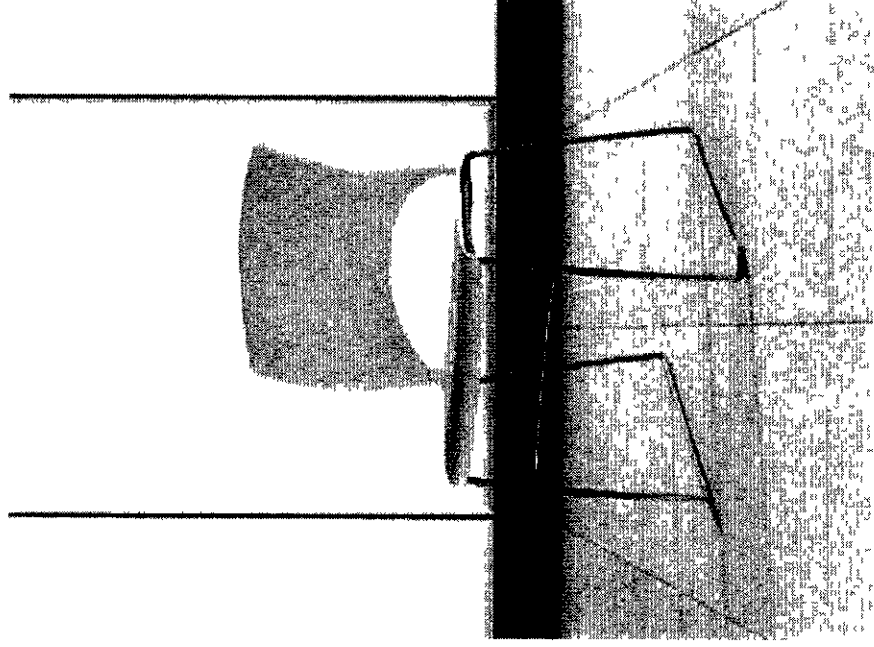


Teknion Desk Return

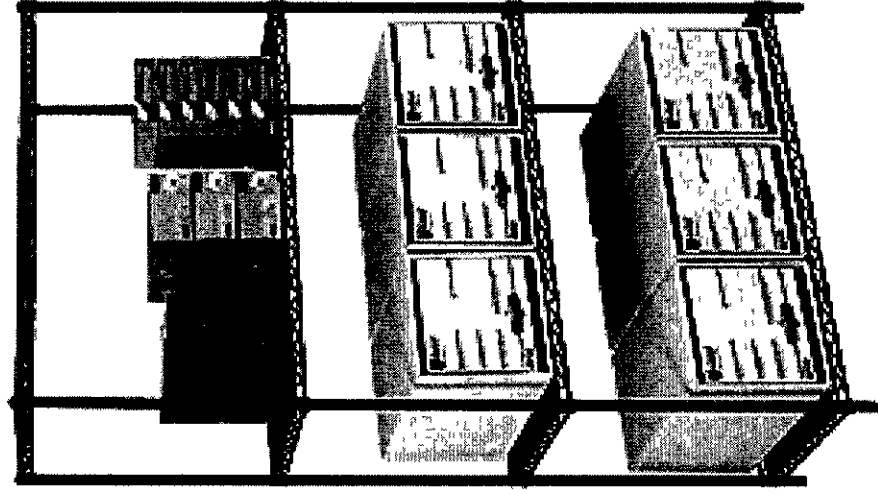
Formaspace Image



## Training Room Chairs



## Storage Room Shelving



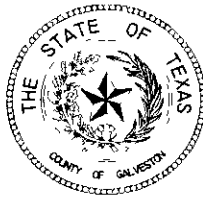
Contents not included.



AGENDA

ITEM

#17



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST PURCHASING AGENT

March 30, 2011

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re Bid #B112010 Altosid Pellets (IGR)  
Bid #B112011 Altosid Liquid Larvicide 5% & 20%

Gentlemen,

On March 10, 2011, bids were opened in my office for various chemicals for the Mosquito Control Department. Four (4) bids were received on each bid. The bids received for the following chemicals were equal in price and therefore must be awarded by drawing lots in a manner prescribed by the County Judge (LGC, 262.027, Awarding of Contract).

Bid #B112010 Altosid Pellets (IGR)

Adapco, Inc , Clarke Mosquito Control, Univar  
USA, Western Exterminator Company

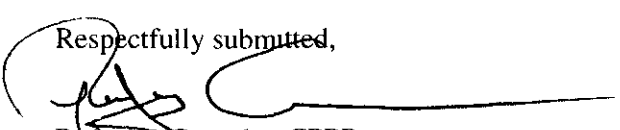
Bid #B112011 Altosid Liquid Larvicide 5% & 20%

Adapco, Inc , Clarke Mosquito Control, Univar  
USA, Western Exterminator Company

The Director of Mosquito Control and I request that you award these bids to the companies recommended above.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

  
Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

/dam

Attachments



**GALVESTON COUNTY MOSQUITO CONTROL DISTRICT**  
5115 HWY 3  
DICKINSON, TEXAS 77539

**JOHN G. MARSHALL, JR**  
**DIRECTOR**  
(281) 337-4289

**ADVISORY BOARD**

Jerry Valentine, Chairman  
James Fredericksen, Vice Chairman  
Barbara Hutchinson, Secretary  
Leo Bookman  
Keith A. Dill

March 29, 2011

Rufus Crowder, CPPO, CPPB  
County Purchasing Agent  
722 Moody, 5<sup>th</sup> Floor  
Galveston, TX 77553

Re Bids Opened on 03/10/2011

Dear Rufus

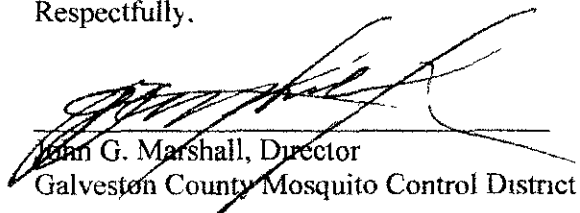
The following listed bids for Mosquito Control insecticides, which were opened on March 10, 2011 at 10.00 am, were the lowest bids received and I am requesting that we accept these

Bid# B112011      Commissioners' Court to decide      Altosid Liquid

Bid# B112010      Commissioners' Court to decide      Altosid Pellets

Thank you for your assistance in this matter

Respectfully,



John G. Marshall, Director  
Galveston County Mosquito Control District

**BID RESPONSE TABULATION**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

BID #: B112010  
 OPEN: 03/10/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					404588	UNIVAR USA	405005	ADAPCO INC	709671	CLARKE MOSQUITO CONTROL
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48562	ALTOSID PELLETS (IGR)	1	EA	1,102.20	1,102.20	1,102.20	1,102.20	1,102.20	1,102.20
Total of all Items:						1,102.20		1,102.20		1,102.20

**BID RESPONSE TABULATION**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

BID #: B112010  
 OPEN: 03/10/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48562	ALTOSID PELLETS (IGR)	1	EA	1,102.20	1,102.20	0.00	0.00	0.00	0.00
Total of all Items:						1,102.20		0.00		0.00

BID #: B112010  
OPEN: 03/10/2011  
10:00 AM

**BID SHEET**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following.

LINE ITEM TOTAL \$ 1,102 20/cs

OPTIONS TO RENEW 2 Extensions/1 Year Options

  
WITNESS

3/17/2011  
DATE

Clarke Mosquito Control Products, Inc  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Brian Irby  
PRINTED NAME

Territory Manager  
TITLE

110 E Irving Park Rd , 4th Floor  
CORRESPONDENCE ADDRESS

Roselle, IL 60172  
CITY, STATE ZIP CODE

36-3672438  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

16277 Collections Center Drive  
REMIT ADDRESS

Chicago, IL 60693  
CITY, STATE ZIP CODE

800-323-5727  
TELEPHONE NUMBER

800-832-9344  
FAX NUMBER

ADDENDUM'S RECEIVED #1        #2        #3

**BID #. B112010**  
**OPEN: 03/10/2011**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

[illegible]

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR)	1	EA	11011	\$ 1,102 20	\$ 1,102 20
Extended Price Total of all Item							\$ 1,102 20

BID #: B112010  
OPEN: 03/10/2011  
10:00 AM

## BID SHEET

### ALTOSID PELLETS (IGR)

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 1,102.<sup>00</sup> per 44 lb case

OPTIONS TO RENEW 2 Extensions/1 Year Options

Rick Ramos  
WITNESS

3-7-2011  
DATE

Target Specialty Products  
COMPANY NAME

Mike Nichols  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols  
PRINTED NAME

Vector Business Manager  
TITLE

1225 N. Post Oak Rd.  
CORRESPONDENCE ADDRESS

Houston, TX 77055  
CITY, STATE ZIP CODE

95-1716377  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708  
REMIT ADDRESS

Dallas, TX 75354-2708  
CITY, STATE ZIP CODE  
(800) 901-9746

(713) 682-4411  
TELEPHONE NUMBER

(713) 682-4374  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_



LINE ITEM DETAIL

BID #: B112010  
OPEN: 03/10/2011  
10.00 AM

ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

*Target Specialty Products*

VENDOR ID 405053 ~~D-AND-C CHEMICAL & EQUIPMENT CO~~

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR) (case = 2 x 22 lbs) 44 lbs total	1	<del>EA</del> CS	0405022	\$ 1,102. <sup>20</sup>	\$ 1,102. <sup>20</sup> / 44 lbs case
Extended Price Total of all Item						\$ 1,102. <sup>20</sup>	

BID #: B112010  
OPEN: 03/10/2011  
10:00 AM

**BID SHEET**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 1,102.20

OPTIONS TO RENEW 2 Extensions/1 Year Options

Kathy Russell  
WITNESS Kathy Russell

3/2/11  
DATE

ADAPCO, Inc  
COMPANY NAME

[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells  
PRINTED NAME

Vice President  
TITLE

550 Aero Lane  
CORRESPONDENCE ADDRESS

Sanford, FL 32771  
CITY, STATE ZIP CODE

59-257423  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 850001 Dept# 670  
REMIT ADDRESS

Orlando, FL 32885  
CITY, STATE ZIP CODE

800-367-0659  
TELEPHONE NUMBER

866-330-9888  
FAX NUMBER

ADDENDUM'S RECEIVED #1      #2      #3

# LINE ITEM DETAIL

BID #: B112010  
OPEN: 03/10/2011  
10:00 AM

ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR) 2x22 lb case	1	EA	ALTPEL-2	\$1,102.20/cs	\$1,102.20
*Extended Price Total of all Item							\$1,102.20

\*PLEASE SEE ATTACHED CENTRAL LIFE SCIENCE ALTOSID ALL CLEAR REWARDS PROGRAM BROCHURE FOR MANUFACTURER DISCOUNTS

BID # B112010  
OPEN. 03/10/2011  
10 00 AM

## BID SHEET

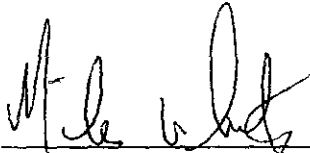
ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 1102.20

OPTIONS TO RENEW 2 Extensions/1 Year Options Lw

  
WITNESS

3-1-11  
DATE

Univar USA  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

LARRY M. WOODARD  
PRINTED NAME

SALES Admin MGR  
TITLE

P.O. Box 96649  
CORRESPONDENCE ADDRESS

Houston, TX 77213  
CITY, STATE ZIP CODE

91-1347935  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 849027  
REMIT ADDRESS

Dallas, TX 75284-9027  
CITY, STATE ZIP CODE

832-386-3300  
TELEPHONE NUMBER

281-864-9908  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID # B112010  
OPEN 03/10/2011  
10.00 AM

ALTOSID PELLETS (IGR)

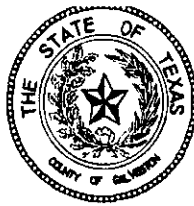
GALVESTON COUNTY, TEXAS

VENDOR ID 404888 UNIVAR USA

em No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR)	1	EA	377300	\$ 1102.20	\$ 1102.20

Extended Price Total of all Item \$ 1102.20

2 X 22<sup>LB</sup> case is \$ 1102.20



**BID #: B112010**  
**OPEN: 03/10/2011**  
**10:00 AM**

**INVITATION TO BID**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM on 03/10/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

**Bid#: B112010 ALTOSID PELLETS (IGR)**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE**

*The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.*

**2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987  
E-mail [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

**3. TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

**4. BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

**5. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening Vendors are to bid as specified herein or bid an approved equal The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking

**7. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued

**8. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet The net price will be delivered to Galveston County, including all freight or shipping charges The County is tax exempt and no taxes should be included in your bid

Cash discount must be shown on bid, otherwise prices will be considered net Unless prices and all information requested are complete, bid may be disregarded and given no consideration

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court

**10. PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal

**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151 Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity Section 151.3111 lists its requirements for tax exemptions on certain services Contractor is cautioned that this



**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

**12. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

**14. AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

**15. RESULTANT CONTRACT**

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

**18. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

**19. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**20. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

**21. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

**23. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24. REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**26. BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

**28. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A For damages arising out of bodily injury to or death of one person in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident –  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**32. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS  
ALTOSID PELLETS (IGR)  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

## **GENERAL PROVISIONS ALTOSID PELLETS (IGR) GALVESTON COUNTY, TEXAS**

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

### **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

## **35. OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**



**GENERAL PROVISIONS**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

**36. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 770-5560

**SPECIAL PROVISIONS**  
**ALTOSID PELLETS (IGR)**  
**GALVESTON COUNTY, TEXAS**

The County of Galveston is seeking a vendor to supply Altosid Pellets (IGR) for use by the Galveston County Mosquito Control Department

**TERM**

The contract awarded under these specifications will be a one (1) year term with two (2), one (1) year options to renew if mutually agreeable with the vendor and the County

**DESCRIPTION**

A mosquito growth regulator (igr) which acts by including morphological changes that interfere with normal mosquito development The product is applied to first, second, third, and fourth instar larva in standing water

**FORMULATION**

Pellet form of formulation of methoprene 4% and 95% inert ingredients Will provide a steady release of methoprene for up to 30 days under typical environment conditions Must be EPA registered

**QUANTITY**

500 lbs or greater annually No minimum or maximum quantities are guaranteed

**APPLICATION**

Produce must be labeled for ground and aerial application at rates between 2.5 lbs/acre and 10 lbs/acre.

**STORAGE**

When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two years

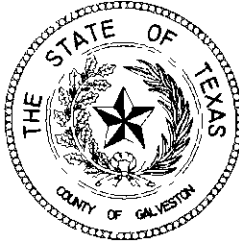
**MATERIAL SAFETY DATA SHEETS (MSDS)**

This OSHA required documentation must accompany each delivery

The County of Galveston will only pay for products that is ordered by authorized personnel and delivered to the proper location after issuance of a purchase order number

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price Galveston County reserves the right to order more or less of this product

**ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY**



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM11090

**Invitation to Bid Number.** BID# B112010 – Altosid Pellets (IGR)

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating 04/08/2012.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One.	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three.	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** Target Specialty Products

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n a.  
Addendum No. 2: ( ) yes ( ) no ( ) n a.  
Addendum No. 3: ( ) yes ( ) no ( ) n a.

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

Mike Nichols  
Target Specialty Products  
1225 N. Post Oak Rd.  
Houston, TX 77055

**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

**5 Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

**6 Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

**7. Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor

**8 Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

**9 Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10. Novation and Change of Name Agreements** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court

**11. Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12 **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13 **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14 **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16 **Benefit** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17 **Authority to Bind.** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18 **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19 **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act.** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

**EFFECTIVE**

Executed on this the 09 Th day of April, 2011

**Contractor:**

Target Specialty Products

**By:**

Mike Nichols  
Mike Nichols, Vector Business  
Manager

Galveston County

**Date:**

3-7-2011

**By:**

Mark A. Henry  
Mark A. Henry, County Judge

**Date:**

4/5/11

**Attest.**

Dwight L. Sullivan  
Dwight Sullivan, County Clerk



**BID RESPONSE TABULATION**  
**ALTOSID LIQUID LARVICIDE 5% AND 20%**  
**GALVESTON COUNTY, TEXAS**

BID #: B112011  
 OPEN: 03/10/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					404588	UNIVAR USA	405005	ADAPCO INC	709671	CLARKE MOSQUITO CONTROL
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48560	ALTOSID LIQUID LARVICIDE 5%	1	CN	991.72	991.72	991.72	991.72	991.72	991.72
0002	48560	ALTOSID LIQUID LARVICIDE 20%	1	CN	4,420.00	4,420.00	4,420.00	4,420.00	4,420.00	4,420.00
Total of all Items:						5,411.72	5,411.72	5,411.72	5,411.72	5,411.72



**BID RESPONSE TABULATION**  
**ALTOSID LIQUID LARVICIDE 5% AND 20%**  
**GALVESTON COUNTY, TEXAS**

BID #: B112011  
 OPEN: 03/10/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	48560	ALTOSID LIQUID LARVICIDE 5%	1	CN	991.72	991.72	0.00	0.00	0.00	0.00
0002	48560	ALTOSID LIQUID LARVICIDE 20%	1	CN	4,420.00	4,420.00	0.00	0.00	0.00	0.00
Total of all Items						5,411.72		0.00		0.00

BID # B112011  
OPEN 03/10/2011  
10 00 AM

## BID SHEET

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 5% = 991.72 20% = 4420.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

LW

Miles White  
WITNESS

3-1-11  
DATE

Univar USA  
COMPANY NAME

Larry M. Woodard  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

LARRY M. WOODARD  
PRINTED NAME

SALES Admin MGR  
TITLE

P.O. Box 96649  
CORRESPONDENCE ADDRESS

Houston, TX 77213  
CITY, STATE ZIP CODE

91-1347935  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 849027  
REMIT ADDRESS

Dallas, TX 75284-9027  
CITY, STATE ZIP CODE

832-386-3300  
TELEPHONE NUMBER

281-864-9908  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_ #2 \_\_\_ #3 \_\_\_

# LINE ITEM DETAIL

BID # B112011  
 OPEN 03/10/2011  
 10 00 AM

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

VENDOR ID 404588 UNIVAR USA

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOSID LIQUID LARVICIDE 5% AND 20%	1	CN	37240E	\$991.72	\$ 991.72
Extended Price Total of all Item						\$991.72	

4x1 GL case is \$991.72

# LINE ITEM DETAIL

BID # B112011  
OPEN. 03/10/2011  
10 00 AM

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

VENDOR ID 404588 UNIVAR USA

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOSID LIQUID LARVICIDE 5% AND 20%	1	CN	37230F	\$4420.00	\$4420.00
Extended Price Total of all Item						\$4420.00	

2x 2.5/6L case is \$4420.00

BID #: B112011  
OPEN: 03/10/2011  
10:00 AM

## BID SHEET

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 5,411.72

OPTIONS TO RENEW 2 Extensions/1 Year Options

Rick Rano  
WITNESS

3-7-2011  
DATE

Target Specialty Products  
COMPANY NAME

Mike Nichols  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols  
PRINTED NAME

Vector Business Manager  
TITLE

1225 N. Post Oak Rd.  
CORRESPONDENCE ADDRESS

Houston, TX 77055  
CITY, STATE ZIP CODE

95-1716377  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708  
REMIT ADDRESS

Dallas, TX 75354-2708  
CITY, STATE ZIP CODE

(800) 901-9746  
(713) 682-4411  
TELEPHONE NUMBER

(713) 682-4374  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID #: B112011  
OPEN: 03/10/2011  
10:00 AM

ALTOCID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

VENDOR ID 405053 B AND C CHEMICAL & EQUIPMENT CO  
*Target Specialty Products*

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOCID LIQUID LARVICIDE 5% AND 20% (case = 4 x 1 gallon)	1	CS	0405001	\$ 991.72	\$ 991.72

Extended Price Total of all Item \$

0002		AltoCID Liquid Larvicide 20% (case = 2 x 2.5 gallon)	1	CS	0404002	\$ 4420.00	\$ 4420.00
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Extended Price Total \$ 5,411.72

BID #: B112011  
OPEN: 03/10/2011  
10:00 AM

## BID SHEET

### ALTOSID LIQUID LARVICIDE 5% AND 20%

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following.

LINE ITEM TOTAL \$ 5,411.72

OPTIONS TO RENEW 2 Extensions/1 Year Options

Kathy Russell  
WITNESS

ADAPCO, Inc.  
COMPANY NAME

3/2/11  
DATE

[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells  
PRINTED NAME

Vice President  
TITLE

550 Aero Lane  
CORRESPONDENCE ADDRESS

PO BOX 850001 Dept#0670  
REMIT ADDRESS

Sanford, FL 32771  
CITY, STATE ZIP CODE

Orlando, FL 32885  
CITY, STATE ZIP CODE

59-2574523  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

800-367-0659  
TELEPHONE NUMBER

866-330-9888  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID #: B112011  
OPEN: 03/10/2011  
10:00 AM

## ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOSID SR5 4X1 GL CASE	1	CN	ALT5-4	\$ 991.72/cs	\$ 991.72
		ALTOSID SR20 2X2 5 GL CASE			ALT20-5	\$4,420.00/cs	\$4,420.00
		ALTOSID LIQUID LARVICIDE 5% AND 20%					
Extended Price Total of all Items						\$ 5,411.72	

\*PLEASE SEE ATTACHED CENTRAL LIFE SCIENCE ALTOSID ALL CLEAR REWARDS PROGRAM BROCHURE FOR  
MANUFACTURER DISCOUNTS



BID #: B112011  
OPEN: 03/10/2011  
10:00 AM

**BID SHEET**

**ALTOSID LIQUID LARVICIDE 5% AND 20%**

**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following.

LINE ITEM TOTAL \$ 5,411 72

OPTIONS TO RENEW 2 Extensions/1 Year Options

  
WITNESS

3/8/2011  
DATE

Clarke Mosquito Control Products, Inc  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Brian Irby

PRINTED NAME

Territory Manager

TITLE

110 E Irving Park Rd , 4th Floor  
CORRESPONDENCE ADDRESS

Roselle, IL 60172  
CITY, STATE ZIP CODE

36-3672438  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

16277 Collections Center Drive  
REMIT ADDRESS

Chicago, IL 60693  
CITY, STATE ZIP CODE

800-323-5727  
TELEPHONE NUMBER

800-832-9344  
FAX NUMBER

ADDENDUM'S RECEIVED #1        #2        #3

# LINE ITEM DETAIL

BID #: B112011  
 OPEN: 03/10/2011  
 10:00 AM

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	Altosid Liquid Larvicide 5%	1	CN	11012-A	\$ 991 72	\$ 991 72
		ALTOSID LIQUID LARVICIDE 5% AND 20%					
		Altosid Liquid Larvicide Concentrate 20%			11012	\$4,420 00	\$ 4,420 00
					Extended Price Total of all Iter	\$ 5,411.72	



**BID # B112011**  
**OPEN: 03/10/2011**  
**10:00 AM**

**INVITATION TO BID**  
**ALTOSID LIQUID LARVICIDE 5% & 20%**  
**GALVESTON COUNTY, TEXAS**

Sealed bids in sets of four (4) one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until **10:00 AM** on **03/10/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

**Bid #: B112009**  
**ALTOSID LIQUID LARVICIDE 5% & 20%**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE**

*The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract. The successful bidder will execute with the County.*

**2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987  
E-mail [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

**3. TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

**4. BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**5. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**7. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**8. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10. PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal.

**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

**12. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

**14. AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

**15. RESULTANT CONTRACT**

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

**18. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

**19. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**20. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

**21. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.



**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

**23. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

**24. REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**26. BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**28. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident –  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent)

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

**32. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

**Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

**Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

**Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

**Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

**35. OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**GENERAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

**36. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 770-5560

**SPECIAL PROVISIONS  
ALTOSID LIQUID LARVICIDE 5% & 20%  
GALVESTON COUNTY, TEXAS**

The County of Galveston is seeking a vendor to supply Altosid Liquid Larvicide 5% and 20% for use by the Galveston County Mosquito Control Department.

**FORMULATION 20%**

Water based concentrate formulation of Methoprene 20% and 80% inert ingredients that is recommended to be diluted with water or BTI at various label rates. Spray solutions should be stable and effective up to 48 hours after dilution. Must be EPA registered. Must be supplied in one gallon container.

**FORMULATION 5%**

Water based concentrate formulation for Methoprene 5% and 95% inert ingredients that is recommended to be diluted with water or BTI at various label rates. Spray should be stable and effective up to 48 hours after dilution. Must be EPA registered. Must be supplied in one gallon containers.

**QUANTITY**

Ten (10) gallons annually or greater. No minimum or maximum guaranteed.

**STORAGE**

When stored in original containers in a cool, dry space, out of sunlight, the product must retain a useful shelf life of greater than two (2) years.

**MATERIAL SAFETY DATA SHEETS (MSDS)**

This OSHA required documentation must accompany each delivery.

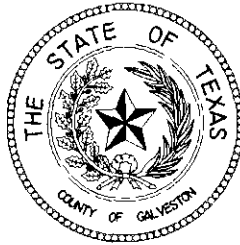
**APPLICATION**

Product must be labeled for ground ULV and aerial application with conventional ULV equipment.

The County of Galveston will only pay for products that is ordered by authorized personnel and delivered to the proper location after issuance of a purchase order number.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price. Galveston County reserves the right to order more or less of this product.

**ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY**



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM11091

**Invitation to Bid Number** BID# B112011 – Altosid Liquid Larvicide 5% & 20%

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services)** Beginning date of execution of this Contract by latest signatory to sign and terminating 04/08/2012.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** ADAPCO, Inc

**Awarded as to addendum(s) (if applicable):**

Addendum No 1. ( ) yes ( ) no ( ) n a  
Addendum No 2 ( ) yes ( ) no ( ) n a  
Addendum No 3. ( ) yes ( ) no ( ) n a

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no



**Notice to be Given to:**

## Galveston County

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

**Contractor.**

ADAPCO, Inc  
550 Aero Lane  
Sanford, FL 32771

**County and Contractor agree as follows:**

**1 Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

**2. Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

**3. Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

**4 Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

**5 Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

**6. Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7 Cancellation.** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

**8. Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9. Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10 Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11 Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**12. Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

**13 Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

**14. Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect

**15 Governing Law** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas Venue shall lie exclusively in Galveston, Texas

**16. Benefit:** This contract is intended to inure only to the benefit of County and Contractor This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties

**17. Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

**18 Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract

**19. Meaning of Words** Except as provided otherwise, words shall be given their ordinary meaning If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art Words in the present or past tense include the future tense The singular includes the plural and the plural includes the singular unless expressly provided otherwise

**20. Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act

21. **Headings** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail


EFFECTIVE

Executed on this the 09 Th day of April, 2011.

**Contractor:**

ADAPCO, Inc

**By:**



Tom Wells, Vice President

**Date:**

3/2/11

**Galveston County**

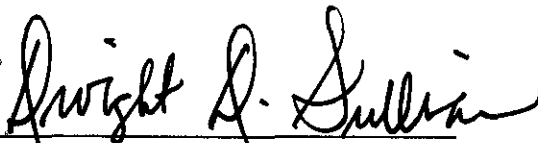
**By:**

  
Mark A. Henry, County Judge

**Date:**

April 5, 2011

**Attest:**



Dwight Sullivan, County Clerk





## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

March 30, 2011

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re Bid #B112013, Portable Toilet Service – Bolivar Peninsula

Gentlemen,

On March 17, 2011 bids were opened for Bid #B112013, Portable Toilet Service – Bolivar Peninsula, at which time three (3) bids were received. The lowest responsible bid was received from C. Johnnie on the Spot, Inc.

It is recommended that you award this bid to C. Johnnie on the Spot, Inc.

Your consideration in this matter will be greatly appreciated.

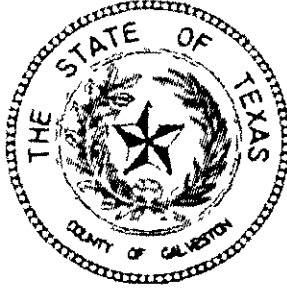
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line.

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

/dam

Attachments



**The County of Galveston**  
ROAD & BRIDGE DEPARTMENT  
5115 Highway 3  
Dickinson, Texas 77539

Layne Harding  
Road Administrator

Office 281/534-4152  
Facsimile 409/765-3247

Date: March 25, 2011

To: Rufus Crowder  
Purchasing Agent

From: Layne Harding *LH.*  
Road Administrator

Re: **Bid #B112013 – Portable Toilet Service – Bolivar Peninsula**

In reference to the above bid for portable toilet service on Bolivar Peninsula, I recommend that this bid be awarded to the low bidder, C Johnny on the Spot Inc.

Thank you for your assistance in obtaining this bid.

LH/djs

Dennis J. Harris, Sr.  
Director



## Galveston County Department of Parks & Senior Services

[www.galvestonparks-seniors.org](http://www.galvestonparks-seniors.org)

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### MEMORANDUM

March 28, 2011

To: Rufus Crowder, Purchasing Agent CPPB  
Galveston County

From: Dennis J. Harris, Director  
Galveston County Parks and Senior Services

Subject: **Recommendation for Bid # B112013, Portable Toilet Service for Bolivar Peninsula**

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After a careful review and discussion with Park staff concerning the bids submitted for bid # B112013, Portable Toilet Service for Bolivar Peninsula It is the recommendation of the County Parks Department to award the bid submitted by C. Johnnie on the Spot.

Should you have any questions, please do not hesitate to contact my office at extension 8110.

A handwritten signature in cursive script that reads "Dennis J. Harris".

DENNIS J. HARRIS

CC Earl Hearne, Administrative Services Manager  
Andy Hansen, Operations Manager  
Ronnie Blizard, District Supervisor

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#### Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors through the stewardship of our resources

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**BID RESPONSE TABULATION**  
**PORTABLE TOILET SERVICE - BOLIVAR PENINSULA**  
**GALVESTON COUNTY, TEXAS**

BID #: B112013  
 OPEN: 03/17/2011  
 2:00 PM

Item	Product Cod	Description	Quantity	Units	Vendor 407601 PENINSULA SEPTIC SERVICE IN		Vendor 701322 C JOHNNY ON THE SPOT INC		Vendor 709875 TEXAS OUTHOUSE INC	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	15570	GREGORY PARK - HWY 87 - BARBADOS ROA BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED ONCE WEEKLY - YEAR ROUND	12	MO	140 00	1,680 00	80 00	960 00	115 00	1,380 00
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROU AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	540 00	3,780 00	240 00	1,680 00	345 00	2,415 00
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROU AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY OCTOBER THRU FEBRUARY	5	MO	540 00	2,700 00	180 00	900 00	555 00	2,775 00
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET P BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	360 00	2,520 00	160 00	1,120 00	370 00	2,590 00
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET P BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	5	MO	280 00	1,400 00	120 00	600 00	370 00	1,850 00
0006	15570	BEACH ACCESS UNITS - 12 ADA ACCESSIBLE UNITS SERVICED TWICE WEEKLY MARCH 1 THROUGH OCTOBER 31 MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF	8	MO	2,160 00	17,280 00	960 00	7,680 00	2,220 00	17,760 00



**BID RESPONSE TABULATION**  
**PORTABLE TOILET SERVICE - BOLIVAR PENINSULA**  
**GALVESTON COUNTY, TEXAS**

BID #: B112013  
 OPEN: 03/17/2011  
 2:00 PM

0007	15570	BEACH ACCESS UNITS 12 ADA ACCESSIBLE UNITS SERVICED ONCE WEEKLY NOVEMBER 1 THROUGH FEBRUARY 28 MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF	4	MO	1,680 00	6,720 00	720 00	2,880 00	1,380 00	5,520 00
0008	15570	LAUDERDALE BOAT RAMP - YACHT BASIN R CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	115 00	805 00	70 00	490 00	115 00	805 00
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	5	MO	75 00	375 00	50 00	250 00	115 00	575 00
0010	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVA TEXAS REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	115 00	805 00	70 00	490 00	185 00	1,295 00
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVA TEXAS REGULAR UNIT - SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	5	MO	75 00	375 00	50 00	250 00	115 00	575 00
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA	50 00	50 00	0 00	0 00	0 00	0 00
<b>Total of all Items:</b>								<b>17,300.00</b>	<b>37,540.00</b>	

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## BID SHEET

### PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 17300.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

[Signature]  
WITNESS

3-15-11  
DATE

C. Johnnie on the Spot  
COMPANY NAME

[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jim Kennedy  
PRINTED NAME

Assistant Manager  
TITLE

PO Box 1583  
CORRESPONDENCE ADDRESS

Nederland, TX. 77627  
CITY, STATE ZIP CODE

76-0492681  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 1583  
REMIT ADDRESS

Nederland, TX. 77627  
CITY, STATE ZIP CODE

409-724-6647  
TELEPHONE NUMBER

409-724-6755  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	15570	GREGORY PARK - HWY 87 - BARBADOS ROAD - BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED ONCE WEEKLY - YEAR ROUND	12	MO		\$ 80.00	\$ 960.00
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO		\$ 240.00	\$ 1680.00
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY OCTOBER THRU FEBRUARY	5	MO		\$ 180.00	\$ 900.00
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO		\$ 160.00	\$ 1120.00
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED ONCE WEEKLY OCTOBER THRU	5	MO		\$ 120.00	\$ 600.00

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
FEBRUARY							
0006	15570	<p>BEACH ACCESS UNITS -</p> <p>12 ADA ACCESSIBLE UNITS SERVICED TWICE WEEKLY MARCH 1 THROUGH OCTOBER 31</p> <p>MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN HIGH ISLAND, TEXAS AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION (NOTE TOILETS WILL NOT BE PLACED ON THE BEACH)</p>	8	MO		\$ 960.00	\$ 7680.00

0007	15570	<p>BEACH ACCESS UNITS</p> <p>12 ADA ACCESSIBLE UNITS SERVICED ONCE WEEKLY NOVEMBER 1 THROUGH FEBRUARY 28</p> <p>MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN</p>	4	MO		\$ 720.00	\$ 2880.00
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# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0008	15570	HIGH ISLAND, TEXAS, AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, AND EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION	7	MO		\$ 10.00	\$ 490.00
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO		\$ 50.00	\$ 250.00
0010	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	7	MO		\$ 10.00	\$ 490.00
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO		\$ 50.00	\$ 250.00
		NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS REGULAR UNIT - SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY					

**LINE ITEM DETAIL**

BID #: B112013  
 OPEN: 03/17/2011  
 2:00 PM

**PORTABLE TOILET SERVICE - BOLIVAR PENINSULA**

**GALVESTON COUNTY, TEXAS**

**VENDOR ID 701322 C JOHNNY ON THE SPOT INC**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA		\$ <u>N/C</u>	\$ <u>N/C</u>
<b>Extended Price Total of all Item</b>						\$ <u>17300.00</u>	

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## BID SHEET

### PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following

LINE ITEM TOTAL \$ 36,930

OPTIONS TO RENEW 2 Extensions/1 Year Options

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

Texas Outhouse  
COMPANY NAME

[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jason Odom  
PRINTED NAME

Ops Manager  
TITLE

\_\_\_\_\_  
CORRESPONDENCE ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

\_\_\_\_\_  
REMIT ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 709875 TEXAS OUTHUSE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	15570	GREGORY PARK - HWY 87 - BARBADOS ROAD - BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED ONCE WEEKLY - YEAR ROUND	12	MO	115	\$ 115	\$ 1380
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	115	\$ 115	\$ 2415
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY OCTOBER THRU FEBRUARY	5	MO	185	\$ 185	\$ 2775
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	185	\$ 185	\$ 2590
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED ONCE WEEKLY OCTOBER THRU	5	MO	185	\$ 185	\$ 1850



# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 709875 TEXAS OUTHOUSE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
FEBRUARY							
0006	15570	BEACH ACCESS UNITS - 12 ADA ACCESSIBLE UNITS SERVICED TWICE WEEKLY MARCH 1 THROUGH OCTOBER 31 MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN HIGH ISLAND, TEXAS AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION (NOTE TOILETS WILL NOT BE PLACED ON THE BEACH)	8	MO	185	\$ 185	\$ 15540
0007	15570	BEACH ACCESS UNITS 12 ADA ACCESSIBLE UNITS SERVICED ONCE WEEKLY NOVEMBER 1 THROUGH FEBRUARY 28 MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN	4	MO	115	\$ 115	\$ 6900

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

### GALVESTON COUNTY, TEXAS

VENDOR ID 709875 TEXAS OUTHOUSE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0008	15570	HIGH ISLAND, TEXAS, AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, AND EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION	7	MO	115	\$ 115	\$ 805
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO	115	\$ 115	\$ 575
0010	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	7	MO	185	\$ 185	\$ 1295
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO	115	\$ 115	\$ 805

**BID #: B112013**  
**OPEN: 03/17/2011**  
**2:00 PM**

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

**GALVESTON COUNTY, TEXAS**

**VENDOR ID 709875 TEXAS OUTHOUSE INC**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA	0	\$ 0	\$ 0
Extended Price Total of all Item							\$

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## BID SHEET

### PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

### GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 38,440<sup>00</sup>

OPTIONS TO RENEW 2 Extensions/1 Year Options

Aari Beck  
WITNESS

3/14/11  
DATE

PENINSULA SEPTIC SRV INC.  
COMPANY NAME

Teresa Parker  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

TERESA PARKER  
PRINTED NAME

OWNER  
TITLE

SAME  
CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

760598892  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 1931  
REMIT ADDRESS

Crystal Beach, TX 77650  
CITY, STATE ZIP CODE

409-684-1925  
TELEPHONE NUMBER

409-684-4141  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 407601 PENINSULA SEPTIC SERVICE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	15570	GREGORY PARK - HWY 87 - BARBADOS ROAD - BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED <u>ONCE WEEKLY</u> - YEAR ROUND	12	MO		\$ 140 <sup>00</sup>	\$ 1680 <sup>00</sup>
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED <u>TWICE WEEKLY</u> MARCH THRU SEPTEMBER	7	MO		\$ 540 <sup>00</sup>	\$ 3780 <sup>00</sup>
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED <u>TWICE WEEKLY</u> OCTOBER THRU FEBRUARY	5	MO		\$ 540 <sup>00</sup>	\$ 2700 <sup>00</sup>
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED <u>TWICE WEEKLY</u> MARCH THRU SEPTEMBER	7	MO		\$ 360 <sup>00</sup>	\$ 2520 <sup>00</sup>
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED <u>ONCE WEEKLY</u> OCTOBER THRU	5	MO		\$ 280 <sup>00</sup>	\$ 1400 <sup>00</sup>

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 407601 PENINSULA SEPTIC SERVICE INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
FEBRUARY							
0006	15570	<p>BEACH ACCESS UNITS -</p> <p>12 ADA ACCESSIBLE UNITS SERVICED <u>TWICE</u></p> <p><u>WEEKLY</u> MARCH 1 THROUGH OCTOBER 31</p> <p>MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN HIGH ISLAND, TEXAS AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION (NOTE TOILETS WILL NOT BE PLACED ON THE BEACH)</p>	8	MO		\$2160.00	\$17280.00
0007	15570	<p>BEACH ACCESS UNITS</p> <p>12 ADA ACCESSIBLE UNITS SERVICED <u>ONCE</u></p> <p><u>WEEKLY</u> NOVEMBER 1 THROUGH FEBRUARY 28</p> <p>MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS, INTERSECTION OF SH 124 AND SH 87 IN</p>	4	MO		\$1680.00	\$6720.00

# LINE ITEM DETAIL

BID #: B112013  
OPEN: 03/17/2011  
2:00 PM

## PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID 407601 PENINSULA SEPTIC SERVICE INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0008	15570	HIGH ISLAND, TEXAS, AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, AND EASTVIEW, CRYSTAL BEACH, TEXAS UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION	7	MO		\$ 115.00	\$ 805.00
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO		\$ 75.00	\$ 375.00
0010	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	7	MO		\$ 115.00	\$ 805.00
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	5	MO		\$ 75.00	\$ 375.00
		NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS REGULAR UNIT - SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY					

**BID #: B112013**  
**OPEN: 03/17/2011**  
**2:00 PM**

# PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

**GALVESTON COUNTY, TEXAS**

**VENDOR ID 407601 PENINSULA SEPTIC SERVICE INC**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA		\$ 50.00	\$
Extended Price Total of all Item							\$ 38440.00





**BID #: B112013**  
**OPEN: 03/17/2011**  
**2:00 PM**

**INVITATION TO BID**  
**PORTABLE TOILET SERVICE - BOLIVAR PENINSULA**  
**GALVESTON COUNTY, TEXAS**

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **03/17/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

**Bid#: B112013**  
**PORTABLE TOILET SERVICE - BOLIVAR PENINSULA**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE**

*The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of five (5), one (1) original and four (4) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.*

**2. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB  
Galveston County Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987  
E-mail [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

**3. TIME FOR RECEIVING BIDS**

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

**4. BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**5. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

**6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**7. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**8. EXCEPTIONS TO BID**

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

**9. PRICING**

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

**10. PROCUREMENT CARD**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal.

**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.311 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

## **GENERAL PROVISIONS PORTABLE TOILET SERVICE – BOLIVAR PENINSULA GALVESTON COUNTY, TEXAS**

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

### **12. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

### **13. MODIFICATION OF BIDS**

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

### **14. AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

**15. RESULTANT CONTRACT**

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**16. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**17. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract

**18. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

**19. FORCE MAJEURE**

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**20. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

**21. CONTRACTOR INVESTIGATION**

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**22. NO COMMITMENT BY COUNTY OF GALVESTON**

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

**23. SINGLE BID RESPONSE**

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable

**24. REJECTION/DISQUALIFICATION OF BIDS**

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

**25. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**26. BID DISCLOSURES**

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

**27. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**28. WITHDRAWAL OF BID**

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

**29. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**30. PROOF OF INSURANCE**

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A For damages arising out of bodily injury to or death of one person in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident –  
THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS
- C For any injury to or destruction of property in any one accident –  
ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

**31. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.



**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
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If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**32. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**33. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof The above compliance request will be part of all County of Galveston contracts for this service

**34. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

**CODE OF ETHICS – Statement of Purchasing Policy**

Public employment is a public trust It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

## GENERAL PROVISIONS PORTABLE TOILET SERVICE – BOLIVAR PENINSULA GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

### **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government.

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

## **35. OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**GENERAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**36. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax (409) 770-5560

**SPECIAL PROVISIONS  
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA  
GALVESTON COUNTY, TEXAS**

**37. SPECIAL PROVISIONS**

The County of Galveston is seeking a vendor to provide portable toilet service to various locations on Bolivar Peninsula

**SCOPE**

The following are specifications for portable toilet services for the facilities located on the Bolivar Peninsula, Galveston County

**TERM**

Tenure of this contract shall be from one (1) year from date of approval by Commissioners Court with two (2), one (1) year extensions if mutually agreeable by both parties

Specific locations for portable toilet service has been listed by experience for bidding purposes only. Locations may change throughout the term of this contract, however, all will remain within the scope of these specifications. Any changes in locations will be communicated and agreed upon in writing by both parties.

Successful bidder shall be responsible for securing or the removal of all portable toilets during the threat of hurricanes or other potentially dangerous approaching weather conditions that necessitate the initiation of the County's Emergency Management Plan.

**ADA COMPLIANT PORTABLE RESTROOM**

Where stated ADA disabled unit, this unit must meet or exceed the specifications of an ADA compliant portable restroom (See Exhibit 'A' for more information)

Contractor also agrees to assume responsibility for and to make necessary repairs to portable units at no cost to the County of Galveston. Individual units are to be anchored to the ground to reduce the potential for being tipped over.

Dispensers and sinks are not required, however should they be included in your portable toilet, they must meet the required ADA specifications.

**DELIVERY**

All bid prices are to include freight and delivery.

**LOCATIONS**

All locations are subject to change at the County's discretion.

Gregory Park on Barbados Road, Crystal Beach, Texas

Noble Carl Park Ballfield & Playground area - 1760 Hwy 87, Crystal Beach, Texas

Erman Pilsner Boat Ramp 16th Street, Port Bolivar, Texas

**SPECIAL PROVISIONS**  
**PORTABLE TOILET SERVICE – BOLIVAR PENINSULA**  
**GALVESTON COUNTY, TEXAS**

Beach Access Units On the beach at the south end of Magnolia Road, O'Neil Road, Kahla Road, East and West side of Rollover Pass, Gilchrist, Texas, on the Beach at the intersection of SH 124 and SH 87 in High Island, Texas At the South end of Honeysuckle Road, Alma, Monkhouse, Townsend, and Eastview, Crystal Beach, Texas

Lauderdale Boat Ramp - Yacht Basin Road in Caplen, Texas

North Jetty Ramp - 17th Street in Port Bolivar, Texas

Maps to the locations are included as Exhibit C for your viewing

## ADA COMPLIANT PORTABLE RESTROOM

ADA GUIDELINES	STANDARD	CODE
CLEAR FLOOR SPACE	48" X 66"	4 22 3
TOILET ROOM	(1220 mm x	4 16 2
WATER CLOSETS	1677 mm)	
WHEELCHAIR TURNING SPACE TOILET ROOM	60" (1525 mm) diameter	4 2.3
DOORS-CLEAR WIDTH	32" when open at 90 degrees	4 13 5 4 22 2
DOORS-MANEUVERING CLEARANCE (STRIKE EDGE)	18" (458 mm) minimum 24" (610 mm) preferred	4 13 6 4 22 2
DOORS - THRESHOLD	N T E 1/2" (13 mm) Shall be bevelled no greater than 2.1	4 13 8 4 22 2
DOOR - HARDWARE	Handles, pulls, latches, locks & other devices shall have a shape that is easy to grasp in one hand N T E 48" (1220mm) height	4 13 9 4 22 2
DOOR CLOSURES	Sweep period of 3 seconds from open position of 70 degrees to move to a point 3" (75mm) from latch	4 13 10 4 22 2
DOOR OPENING FORCE	Exterior hanged doors reserved Interior hinged doors 51bf (22 2N)	4 16.3 4 22 4
WATER CLOSETS - HEIGHT	Height to top of seat 17" to 19" (430mm to 485mm)	4 16 3 4 22 4
GRAB BARS	Height 33" to 36" (840 to 915mm) Diameter 1 1/4" to 1 1/2" (32 to 38mm) Space from wall is 1 1/2" (38mm)	4 16 4 4 26 4 26 2 4 26 2

**ADA COMPLIANT PORTABLE RESTROOM**

ADA GUIDELINES	STANDARD	CODE
GRAB BARS - STRENGTH	At any given point	4 16 4
	along the grab bar	4 26 3
	(a) & including	
	fasteners &	
	brackets, It must	
	be able to withstand	
	a load of 250 lbs	
	(1112N)	
GRAB BARS - SPACING	Grab bar behind	4 16 4
	water closet min	4 26 2
	36" (915mm) long	
	Grab bar on side	
	wall min 42"	
	(1065 mm) starting	
	12" (305mm) from	
	rear wall for a	
	length of 54"	
	(1370mm)	
DISPENSERS	T P dispensers	4 16 6
	shall be installed	
	within reach as	
	per code (see next	
	section)	
	Dispensers that	4 16 6
	control delivery or	
	that do not permit	
	continuous flow	
	shall not be used	
DISPENSERS - CLEAR	Minimum clear	4 22 7
FLOOR SPACE - SIZE &	floor space 30" x	4 27
APPROACH	48" (760 x 1220mm)	4 2 4 1
	May be forward or	
	parallel approach	
	May be part of knee	
	space for other	
	objects	
DISPENSERS - FORWARD REACH	Maximum high	4 2 5
	forward reach is	
	48" (1220mm)	
	Minimum low forward	
	reach is 15" (380m)	



**ADA COMPLIANT PORTABLE RESTROOM**

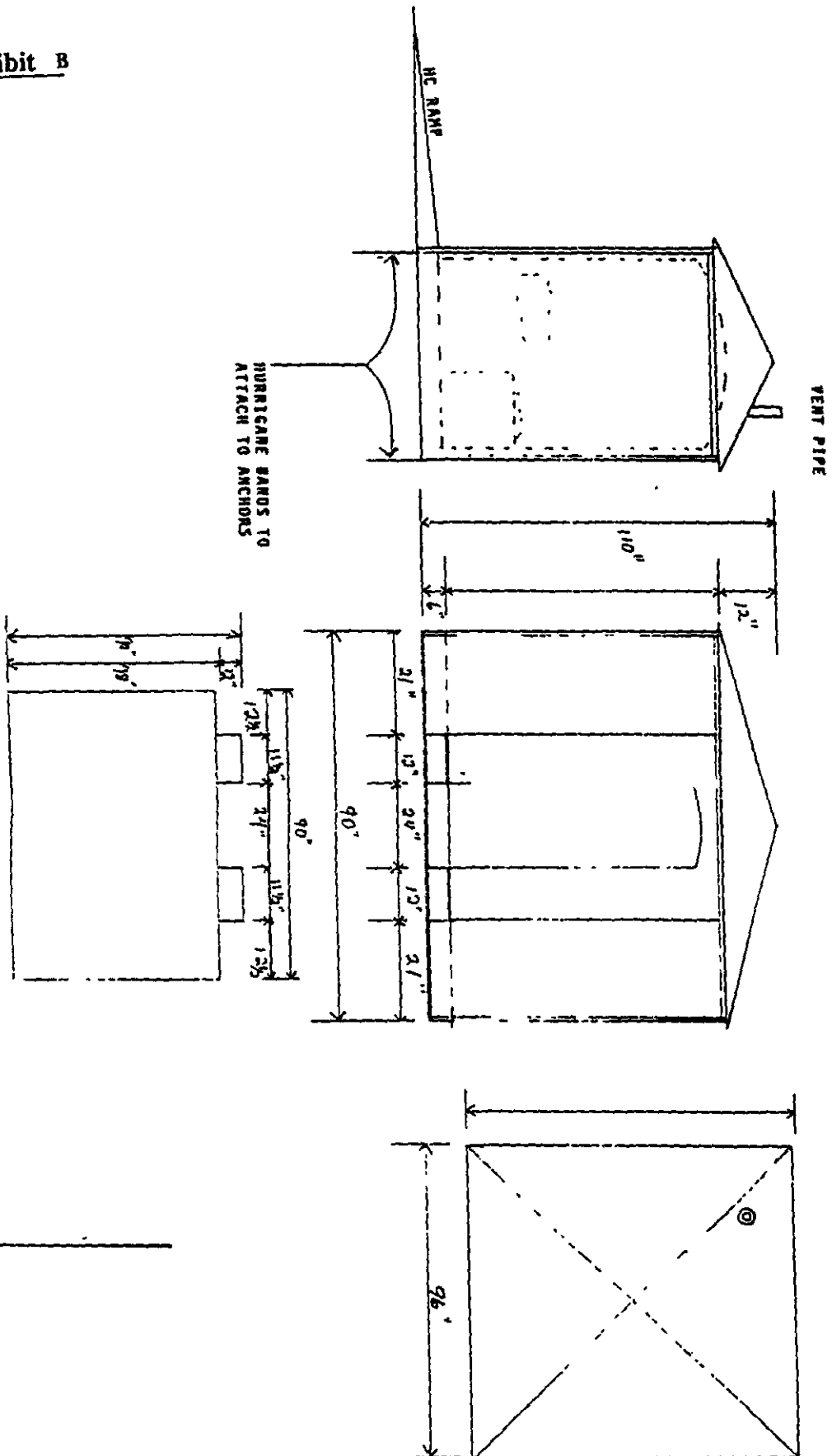
ADA GUIDELINES	STANDARD	CODE
DISPENSERS - SIDE REACH	Parallel approach maximum height 54" (1370mm) minimum low reach is 9" (230mm) from the floor	4 2 6
SINKS - HEIGHT	Counter or rim not to exceed 34" (865mm)	4 24 1
SINKS - KNEE CLEARANCE	Minimum 27" (685mm) high, 30" (760mm) wide, 19" (485mm) deep underneath sinks	4 24 3
SINKS - DEPTH	Maximum 6 1/2" (165mm) deep	4 24 4
SINK - CLEAR FLOOR SPACE	Minimum 30" x 48" (760mm x 1220mm) forward approach, 19" (485mm) maximum under- neath sink	4 24 5

Exhibit B

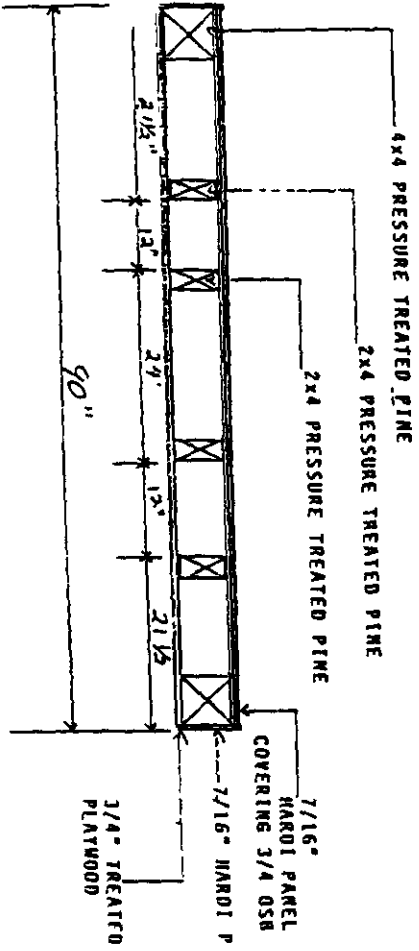
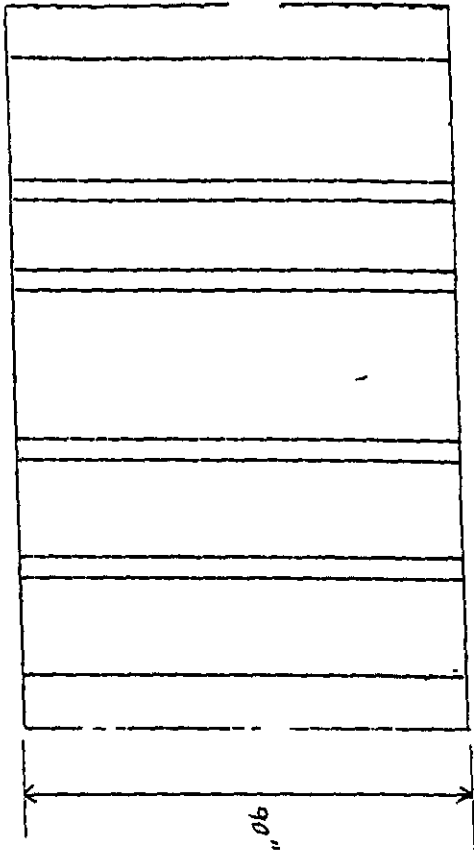
END VIEW

FRONT VIEW

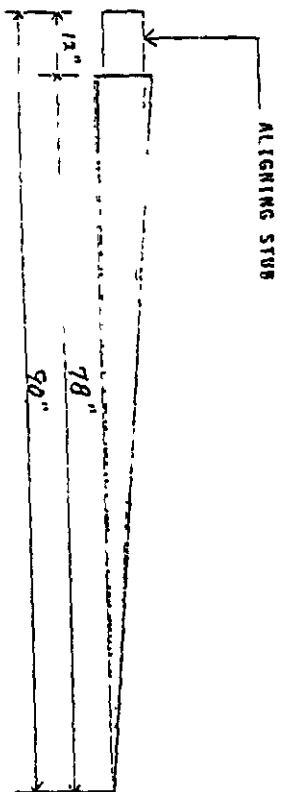
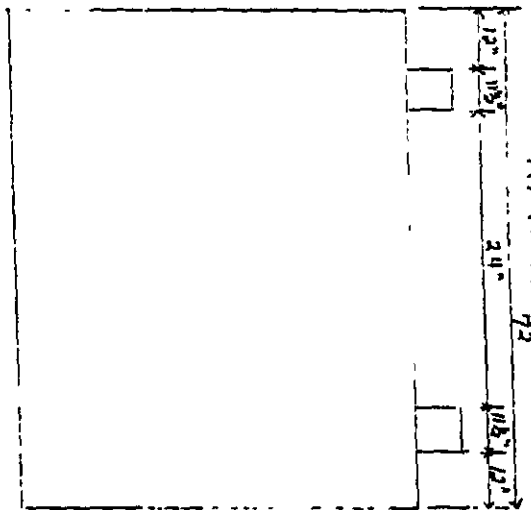
TOP VIEW



# SKID FLOOR



# RAMP



CONSTRUCTION NOTE:

- 1 ALL WALLS USE 2x4 STUDS @ 16" CENTERS
- 2 1/2" OSB ON INSIDE OF WALLS
- 3 7/16" HARDI PANEL ON ALL EXTERIOR SURFACES
- 4 NO SEAMS
- 5 HINGED FRONT UNITS TO MATCH
- 6 ALL EXPOSED LUMBER PRODUCTS SHOULD BE COVERED WITH HARDI PANEL
- 7 ALL HARDWARE SHOULD BE GALVANIZED
- 8 ALL TRIM SHOULD BE MADE FROM HARDI PANEL

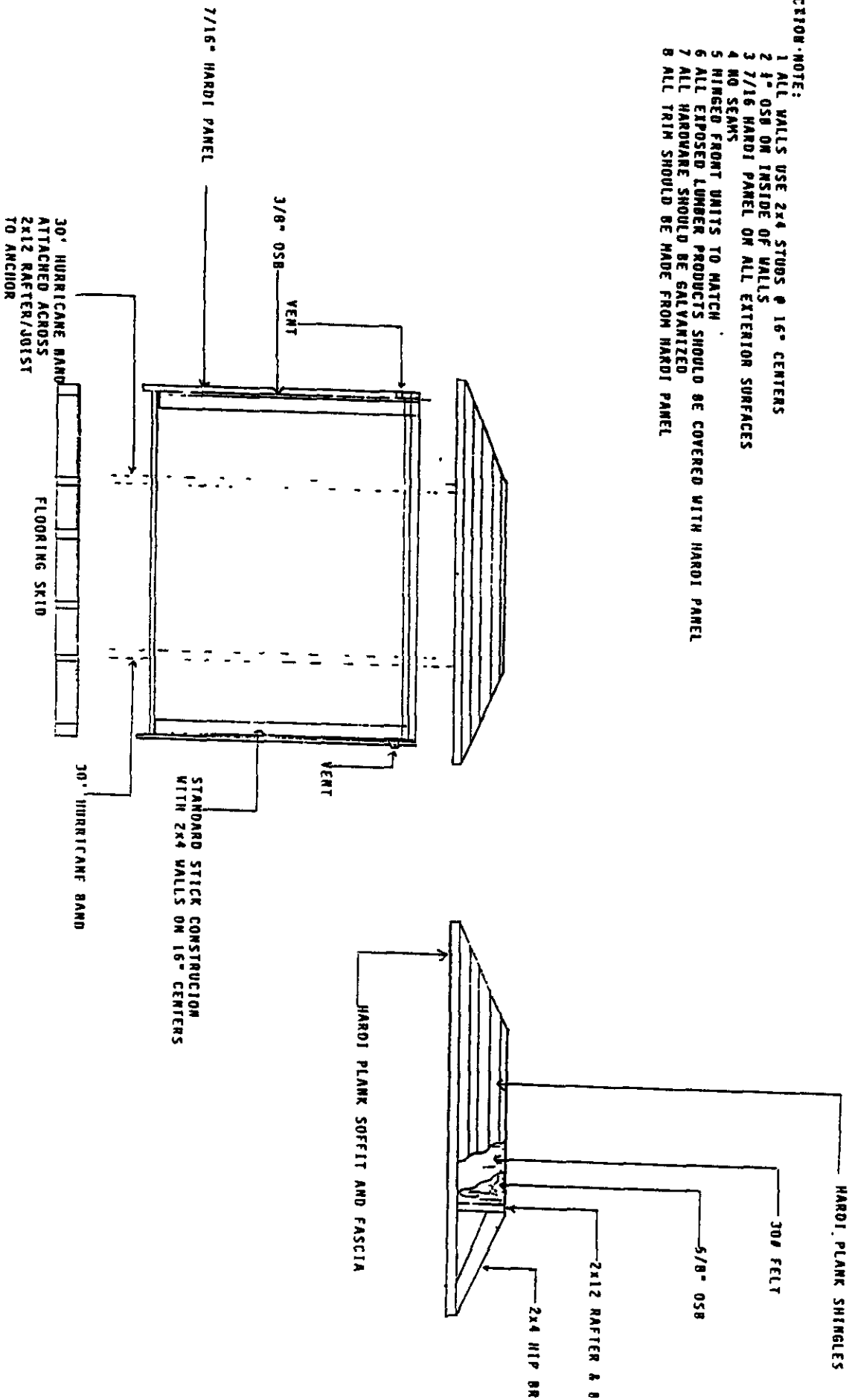
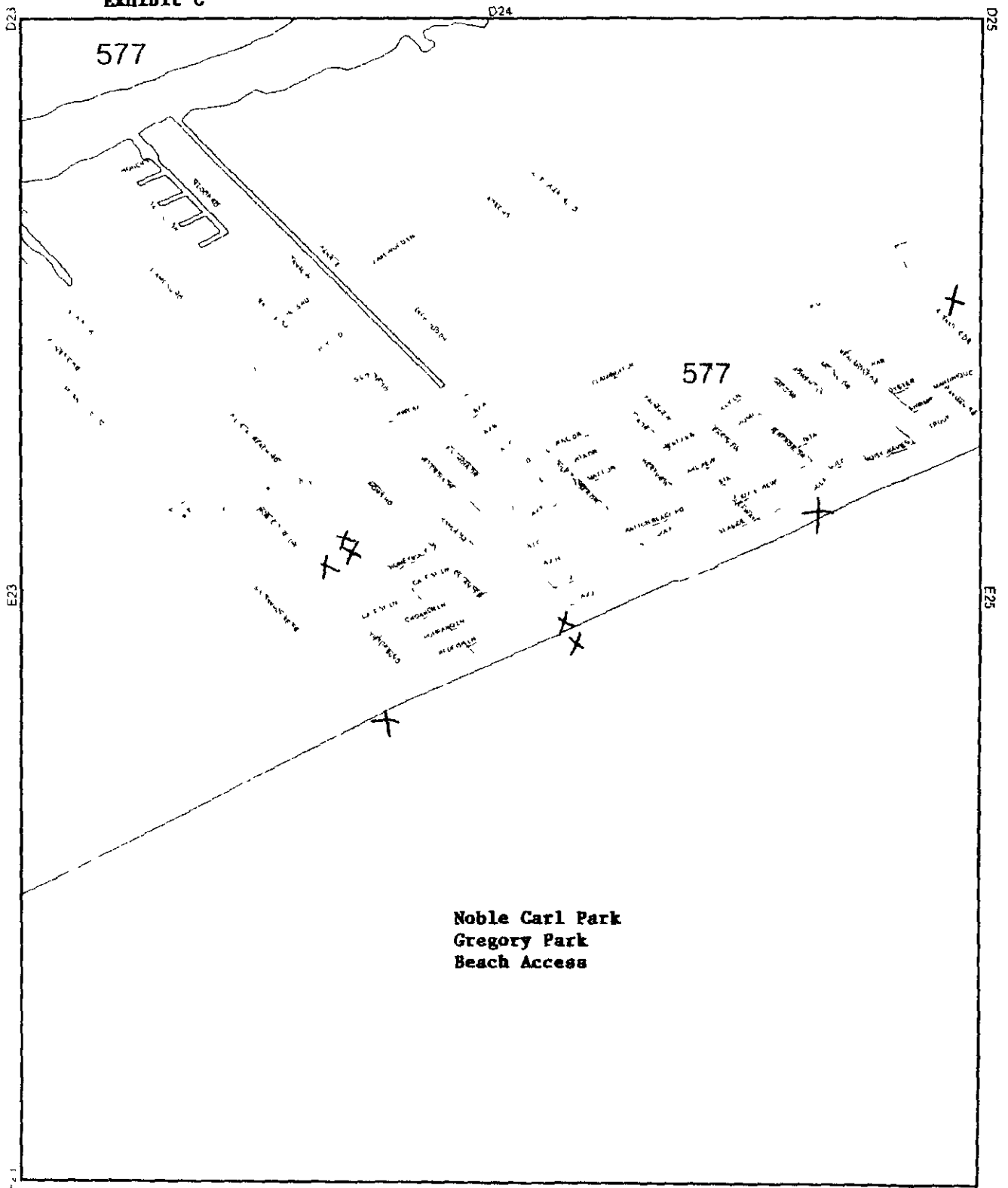


Exhibit C



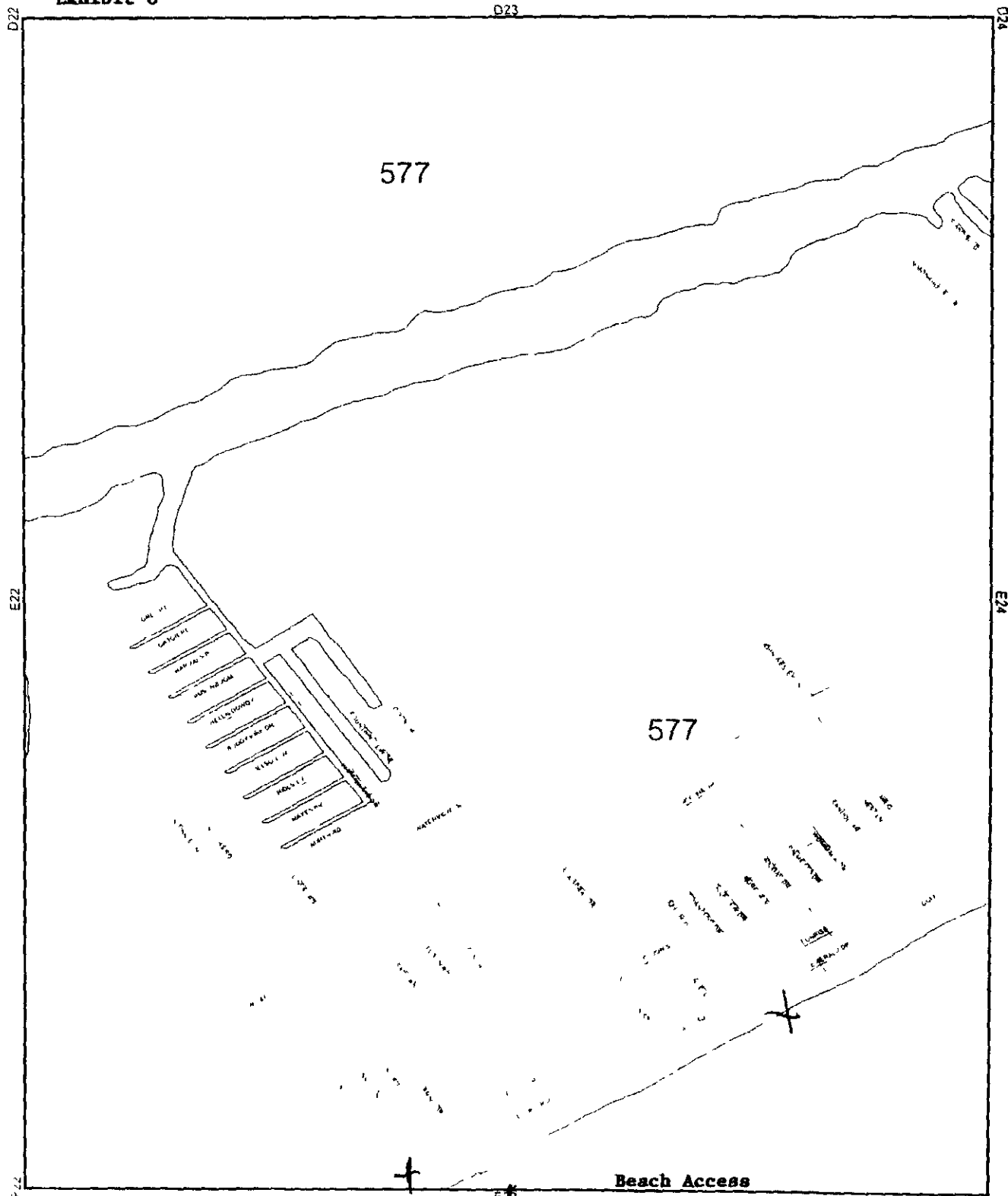


Exhibit C

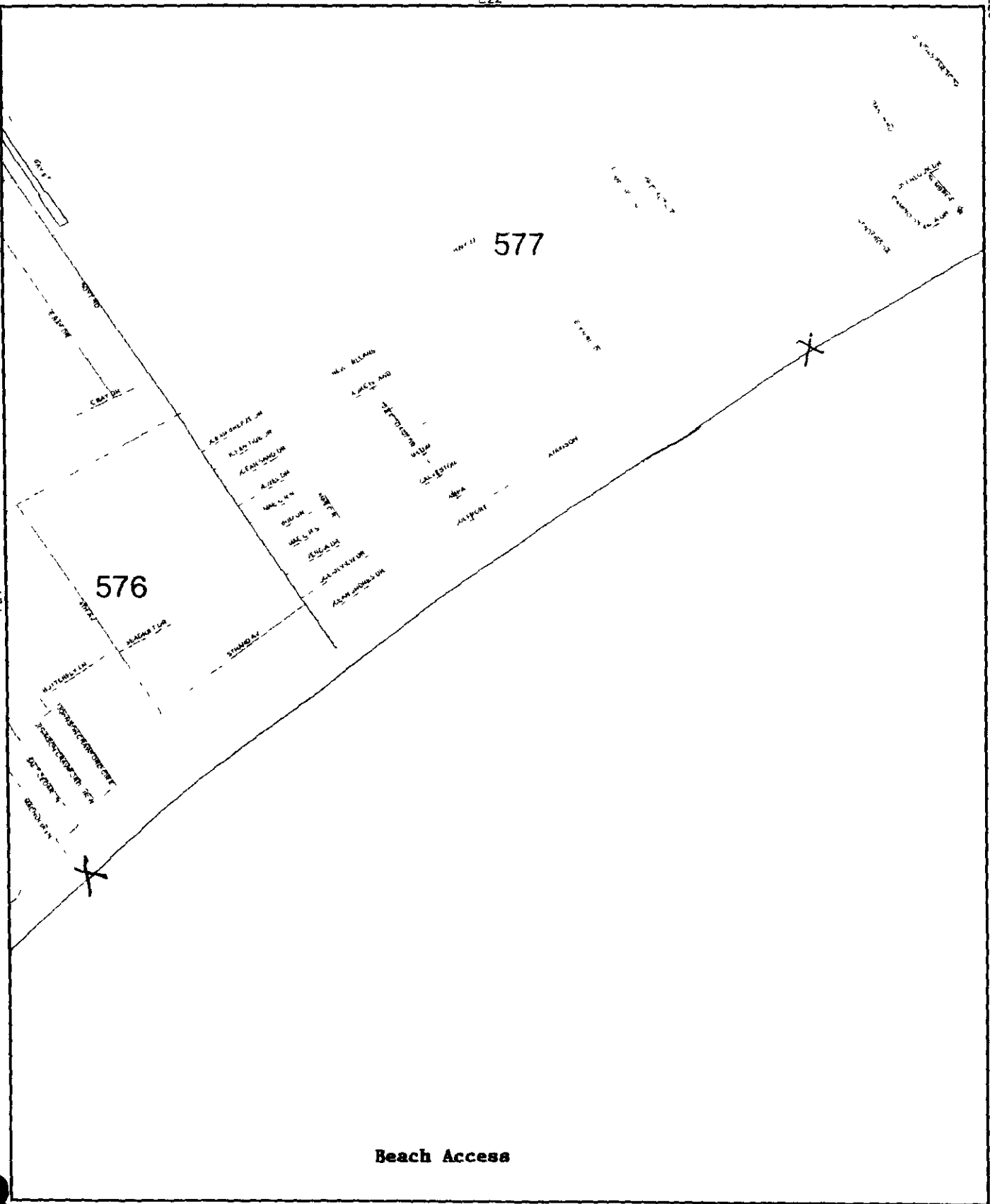
E22

E23

E21

F21

F23



Beach Access



0105

MAP F22

Exhibit C

F20

F21

576

576

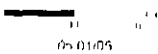
G21

G19

North Jetty  
Erman Pilsner Boat Ramp

H20

H21



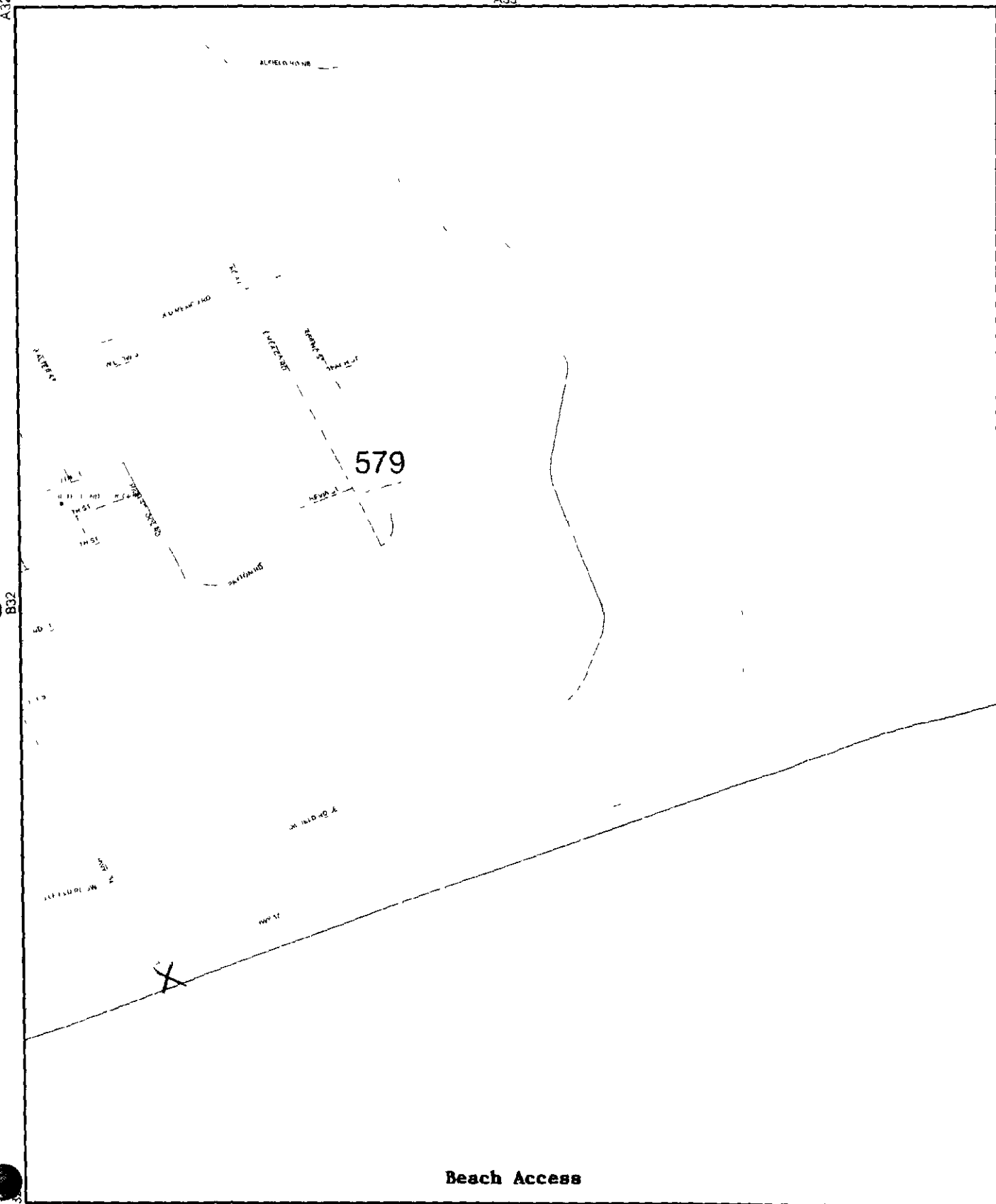
MAP G20



Exhibit C

A32

A33



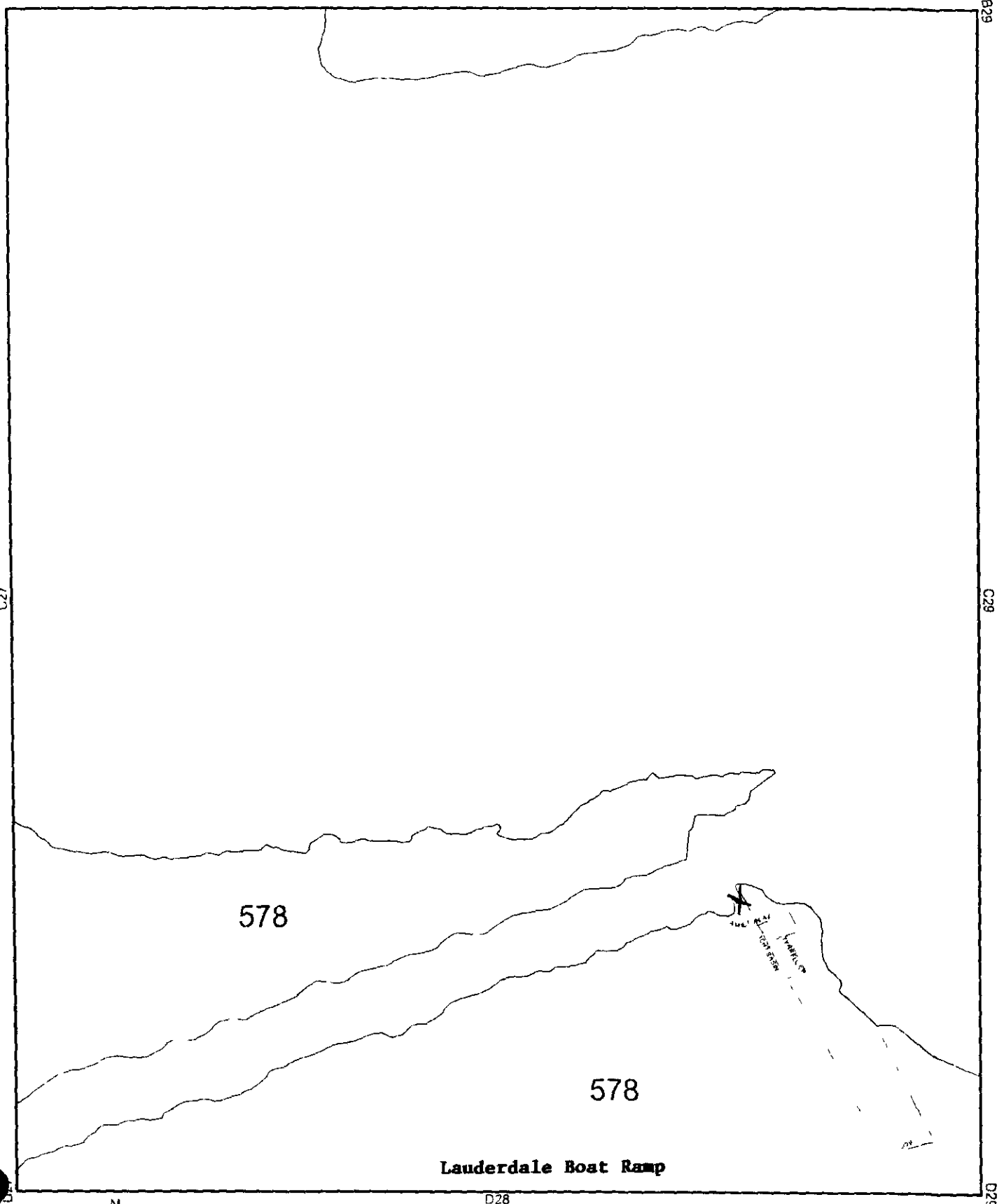
B32



0 1 2 3 4 5 6 7 8 9 10

MAP B33

Exhibit C



Lauderdale Boat Ramp



15/01/95

D28

MAP C28

**Exhibit C**

B29

30

C30

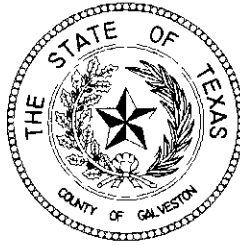
578

578

## Rollover Pass

D29

**MAP C29**



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM11095

**Invitation to Bid Number** Bid# B112013 – Portable Toilet Services – Bolivar Peninsula

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services)** Beginning date of execution of this Contract by latest signatory to sign and terminating April 24, 2012.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** C. Johnnie on the Spot, Inc.

**Awarded as to addendum(s) (if applicable):**

Addendum No 1 ( ) yes ( ) no ( ) n.a  
Addendum No 2 ( ) yes ( ) no ( ) n.a  
Addendum No 3 ( ) yes ( ) no ( ) n.a

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor

**C. Johnnie on the Spot**  
**P.O. Box 1583**  
**Nederland, Texas 77627**

**County and Contractor agree as follows:**

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

**5 Employment Taxes.** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

**6 Initial Term and Options to Renew** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7 Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

**8 Covenant Against Contingent Fees** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9 Subcontracting or Assignment.** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10 Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11 Force Majeure.** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**12 Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

**13 Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

**14 Validity/Enforceability** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

**15. Governing Law.** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

**16 Benefit** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**17 Authority to Bind** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

**18 Immunity Retained** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**19 Meaning of Words** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

**20 Public Information Act** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings.** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the <sup>effective</sup> ~~25th~~ day of April, 2011

Contractor:

C. Johnnie on the Spot, Inc.

By:

[Signature]

Date:

3-15-11

Galveston County

By:

[Signature]  
Mark A. Henry, County Judge

Date:

4/5/11

Attest:

[Signature]  
Dwight Sullivan, County Clerk





**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

**COUNTY COURTHOUSE**  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

March 30, 2011

Honorable County Judge  
And Commissioners' Court  
County Courthouse  
Galveston, Texas

Re RFP #B112012, Electrical Parts and Supplies

Gentlemen,

On March 17, 2011 bids were opened for RFP #B112012, Electrical Parts and Supplies, at which time six (6) proposals were received. The lowest responsible proposal was received from Owen Electric Supply, dba Tidal Electric Distributors, Inc.

It is recommended that you award this proposal to Owen Electric Supply, dba Tidal Electric Distributors, Inc.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

/dam

Attachments

Dennis J. Harris, Sr.  
Director



## Galveston County Department of Parks & Senior Services

[www.galvestonparks-seniors.org](http://www.galvestonparks-seniors.org)

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### MEMORANDUM

March 21, 2011

**To:** Rufus Crowder, Purchasing Agent CPPB  
Galveston County

**From:** Dennis J. Harris, Director  
Galveston County Parks and Senior Services

**Subject:** Recommendation for RFP # B112012, Electrical Parts & Supplies

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After a careful review and discussion with Parks staff of the proposals submitted for RFP # B112012, Electrical Parts & Supplies for the County of Galveston. It is the recommendation of the County Parks Department to accept the proposal submitted by Tidal Electrical Distributors.

Should you have any questions, please do not hesitate to contact my office at extension 8110.

  
DENNIS J. HARRIS

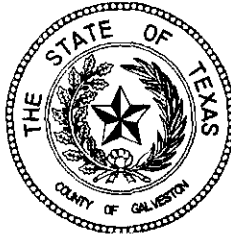
CC Earle Hearne, Administrative Services Manager  
Andy Hansen, Operations Manager  
Dennis Smith, Park Planning Manager  
Todd Aaseby, Trades Supervisor

---

#### Our Mission

To provide comprehensive and diverse recreational and senior services opportunities for Galveston County Citizens and visitors, through the stewardship of our resources

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COUNTY OF GALVESTON

**CHARLES KENWORTHY**  
FACILITIES MANAGER

March 21, 2011

To: Rufus Crowder  
From: Charles Kenworthy

RE: Bid #B112012, Electrical Parts & Supplies

Rufus,

It is my recommendation to award Bid #B112012 for Electrical Parts & Supplies to the lowest qualified bidder, Owen Electric Supply.

Please contact me at X2385 if you have any questions.

Thank you

  
Charles Kenworthy  
Facilities Manager

**BID RESPONSE TABULATION**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 021774 BAY ELECTRIC SUPPLY INC		Vendor 032128 CED		Vendor 400105 OWEN ELECTRIC SUPPLY	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GA W M #5751 ONLY	80	EA	4 50	360 00	5 73	458 40	3 19	255 20
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W #5754 ONLY	100	EA	6 85	685 00	6 52	652 00	0 00	0 00
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ON	150	EA	0 32	48 00	0 41	61 50	0 22	33 00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	4 15	41 50	5 30	53 00	3 78	37 80
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	7 95	79 50	10 30	103 00	5 71	57 10
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROL	2,700	FT	0 38	1,026 00	0 41	1,107 00	0 34	918 00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROL	300	FT	0 52	156 00	0 55	165 00	0 40	120 00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROL AMP 1 POLE	300	FT	0 33	99 00	1 03	309 00	0 25	75 00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	0 10	10 60	0 11	11 00	0 10	10 00
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	0 84	84 80	0 00	0 00	0 10	10 00
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	1 30	130 00	0 13	13 00	0 13	13 00
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	1 04	104 00	0 00	0 00	0 13	13 00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	1 86	186 00	0 21	21 00	0 15	15 00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	1 48	148 80	0 00	0 00	0 15	15 00
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	3 90	390 00	0 43	43 00	0 29	29 00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	3 12	312 00	0 00	0 00	0 29	29 00
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	0 39	39 80	0 50	50 00	0 40	40 00

**BID RESPONSE TABULATION**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	51 50	1,287 50	68 83	1,720 75	42 00	1,050 00
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	9 65	193 00	7 73	154 60	5 93	118 60
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	3 60	756 00	4 00	840 00	3 40	714 00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	0 07	7 70	0 09	9 00	0 08	8 00
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	0 12	12 50	0 14	14 00	0 11	11 00
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	0 19	19 10	0 22	22 00	0 17	17 00
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	0 28	28 80	0 33	33 00	0 26	26 00
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUH 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	118 00	118 00	112 94	112 94	112 00	112 00
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	74 50	74 50	55 00	55 00	60 32	60 32
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULT	1	EA	38 00	38 00	34 00	34 00	36 81	36 81
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	34 60	34 60	32 00	32 00	34 20	34 20
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 27 FDB - T442 - 277 - 1 - S	1	EA	62 90	62 90	0 00	0 00	65 00	65 00
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/K LAMPS	1	EA	24 00	24 00	20 76	20 76	21 75	21 75
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TA	1	EA	32 00	32 00	24 72	24 72	32 83	32 83
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	5 65	5 65	5 59	5 59	3 08	3 08
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	4 70	4 70	5 29	5 29	3 08	3 08
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	9 30	9 30	11 26	11 26	9 00	9 00
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	9 30	9 30	20 52	20 52	9 00	9 00
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	16 00	16 00	17 22	17 22	9 00	9 00
0037	06037	PHILLIPS 32386-5 C100S52/ED37 MOGUL CLEAR	1	EA	95 00	95 00	26 00	26 00	28 00	28 00

**BID RESPONSE TABULATION  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

**BID #: B112012  
OPEN: 03/17/2011  
10:00 AM**

0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	11 50	11 50	7 50	7 50	10 00	10 00
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	11 50	11 50	7 50	7 50	10 00	10 00
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	20 50	20 50	19 33	19 33	18 00	18 00
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	25 00	25 00	18 80	18 80	18 00	18 00
0042	06037	400 WATT BALLAST KITS	1	EA	56 00	56 00	35 50	35 50	39 99	39 99
0043	06037	1000 BALLAST KITS	1	EA	95 00	95 00	71 00	71 00	76 28	76 28
0044	06037	1500 WATT BALLAST KITS	1	EA	138 00	138 00	75 00	75 00	117 80	117 80
<b>Total of all Items:</b>					<b>7,087.05</b>		<b>6,440.18</b>			<b>4,328.84</b>

**BID RESPONSE TABULATION**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 705884 LIGHT BULB CONNEXION LLC		Vendor 708322 COLORADO ELECTRIC SUPPLY		Vendor 712481 ELLIOT ELECTRIC SUPPLY	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GA W M #5751 ONLY	80	EA	0 00	0 00	4 09	327 20	4 35	348 69
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W #5754 ONLY	100	EA	0 00	0 00	4 50	450 00	4 96	496 74
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ON	150	EA	0 00	0 00	1 50	225 00	0 31	47 28
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	0 00	0 00	4 50	45 00	4 03	40 32
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	0 00	0 00	8 00	80 00	7 83	78 37
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROL	2,700	FT	0 00	0 00	0 35	945 00	0 35	960 93
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROL	300	FT	0 00	0 00	0 48	144 00	0 48	146 79
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROL AMP 1 POLE	300	FT	0 00	0 00	0 46	138 00	0 49	147 00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	0 00	0 00	0 10	10 00	0 10	10 13
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	0 00	0 00	0 10	10 00	0 00	0 00
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	0 00	0 00	0 12	12 00	0 12	12 35
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	0 00	0 00	0 12	12 00	0 00	0 00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	0 00	0 00	0 16	16 00	0 19	19 61
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	0 00	0 00	0 16	16 00	0 00	0 00
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	0 00	0 00	0 33	33 00	0 40	40 60
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	0 00	0 00	0 33	33 00	0 00	0 00
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	0 00	0 00	0 66	66 00	0 42	42 10
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	0 00	0 00	60 00	1,500 00	57 61	1,440 25

**BID RESPONSE TABULATION**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	0 00	0 00	9 08	181 60	3 96	79 20
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	0 00	0 00	3 40	714 00	4 00	840 00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	0 00	0 00	0 07	7 00	0 08	8 36
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	0 00	0 00	0 11	11 00	0 12	12 82
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	0 00	0 00	0 17	17 00	0 19	19 81
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	0 00	0 00	0 29	29 00	0 29	29 92
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUI 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	132 00	132 00	124 95	124 95	133 20	133 20
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	80 00	80 00	68 80	68 80	64 90	64 90
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULT	1	EA	48 00	48 00	36 00	36 00	47 55	47 55
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	38 00	38 00	32 00	32 00	35 02	35 02
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 27 FDB - T442 - 277 - 1 - S	1	EA	0 00	0 00	60 00	60 00	65 40	65 40
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/4 LAMPS	1	EA	34 95	34 95	17 00	17 00	21 45	21 45
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TA	1	EA	49 00	49 00	31 00	31 00	31 25	31 25
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	8 00	8 00	3 25	3 25	11 20	11 20
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	3 90	3 90	2 75	2 75	11 15	11 15
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	17 99	17 99	8 50	8 50	16 60	16 60
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	22 00	22 00	8 50	8 50	22 30	22 30
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	23 00	23 00	8 50	8 50	20 30	20 30
0037	06037	PHILLIPS 32386-5 C100SS52/ED37 MOGUL CLEAR	1	EA	90 00	90 00	18 00	18 00	31 20	31 20



**BID RESPONSE TABULATION**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

BID #. B112012  
 OPEN: 03/17/2011  
 10:00 AM

0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	13 00	13 00	8 00	8 00	11 74	11 74
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	13 00	13 00	8 00	8 00	11 15	11 15
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	22 00	22 00	18 00	18 00	22 90	22 90
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	36 00	36 00	20 00	20 00	32 15	32 15
0042	06037	400 WATT BALLAST KITS	1	EA	59 00	59 00	40 00	40 00	42 40	42 40
0043	06037	1000 BALLAST KITS	1	EA	107 00	107 00	95 00	95 00	96 60	96 60
0044	06037	1500 WATT BALLAST KITS	1	EA	135 00	135 00	108 00	108 00	128 20	128 20
<b>Total of all Items</b>					<b>931.84</b>		<b>5,738.05</b>		<b>5,677 94</b>	

RFP #: B112012  
OPEN: 03/17/2011  
10:00 AM

**PROPOSAL SHEET**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following.

LINE ITEM TOTAL \$ 4,328.84

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE

3/16/11

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

TEDAL ELECTRICAL DIST.

David Gilley

DAVID GILLEY

OPERATION MANAGER

CORRESPONDENCE ADDRESS

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

REMIT ADDRESS

CITY, STATE ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

4200 GULF FRWY

LAMARQUE TX 77568

409-935-8092

409-935-2498

4200 GULF FRWY

LAMARQUE TX 77568

77-0559191

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XL DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

24

What are the normal business hours at the nearest distribution center?

2AM TO 5PM MONDAY - FRIDAY

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) CALL CELL # 713-882-1625 DAVID GOLLEY

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

Cost:  
\$ 55.00  
\$ 47.00  
\$ 40.00  
\$ .00

**\* IF MATERIAL IN STOCK  
NO CHARGE FOR HOT SHOT.**

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 80.00  
\$ 72.00  
\$ 65.00  
\$ .00

\* IF MATERIAL IN STOCK  
NO CHARGE FOR HOT SHOT

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 80.00  
\$ 72.00  
\$ 65.00  
\$ .00

\* IF MATERIAL IN STOCK  
NO CHARGE FOR HOT SHOT

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

TIDAL ELECTRICAL DIST.

4200 GULF FRWY

LAMARQUE TX 77568

409-935-8092

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

TIDAL ELECTRICAL DIST.

303 31ST STREET

GALVESTON TX 77550

409-763-4600

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

## PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	(Y)	N	Lamps / Bulbs	80% OFF USER
Sylvania	Y	N	Lamps / Bulbs	
Prolume	Y	N	Lamps / Bulbs	
Westinghouse	Y	N	Lamps / Bulbs	
Universal	(Y)	N	Lamps / Bulbs	NA
SLI	(Y)	N	Lamps / Bulbs	NA
Advance	(Y)	N	Ballasts	NA
Triad	(Y)	N	Ballasts	NA
Magnatek	(Y)	N	Ballasts	NA
Westinghouse	Y	N	Ballasts	
Universal	(Y)	N	Ballasts	NA
Howard	(Y)	N	Ballasts	NA
Lumark	(Y)	N	Fixtures	NA
Hubble	(Y)	N	Fixtures	NA
Lithonia	(Y)	N	Fixtures	NA
Tamlite	(Y)	N	Fixtures	NA
Crescent	(Y)	N	Fixtures	NA
Metalux	(Y)	N	Fixtures	NA
Stonco	(Y)	N	Fixtures	NA
Buss	(Y)	N	Fuses	NA
Littlefuse	(Y)	N	Fuses	NA
Cooper	(Y)	N	Fuses	NA

# **PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS**

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	Y	N	Devices (Receptacles & Switches)	
Pass & Seymore (P&S)	Y	N	Devices (Receptacles & Switches)	
Intermatic	(Y)	N	Devices (Receptacles & Switches)	NA
Eagle	(Y)	N	Devices (Receptacles & Switches)	NA
Square D	Y	N	Breakers	
Siemens	(Y)	N	Breakers	NA
General Electric (G E )	(Y)	N	Breakers	NA
Cutler-Hammer	Y	N	Breakers	

\*\* The remainder of this page intentionally left blank\*\*

**PROPOSAL RESPONSE SHEET  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.

	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		

# High Intensity Discharge Lamps

80% OFF

PS-100-U

Eff. 1/1/08

Philips Product Number	UPC Unit Code (046677-)	Item Description	Volts	Ship Case Qty.	Vendor Product Group	Suggested Trade Price	Net Price User Price
PN 211482	211486	MP360/BU/EW TG		C	70	t	t
PN 202168	202163	MP400/UTG		6	70	t	t
354621	354626	MH150/U/M		12	70	t	t
354639	354633	MH150/C/U/M		12	70	t	t
313585	114169	MH175/U/M		12	70	t	t
313593	313593	MH175/C/U/M		12	70	t	t
287334	114107	MH175/U		12	15	101.44	70.15
287284	287283	MH175/C/U		12	15	125.21	89.59
312876	312879	MH175/3K/BU		12	15	190.37	137.91
247254	247256	MS175/BU		12	15	168.22	121.86
308585	308582	MH175/RFL		6	70	t	t
274845	114138	MH250/U		12	15	114.62	79.27
291690	291693	MH250/C/U		12	15	140.50	100.53
X 311373	311377	MH250/3K/BU		12	15	210.34	152.37
390658	390655	MS360/BU/EW		6	15	157.90	112.98
390666	390662	MS360/C/BU/EW		6	15	166.09	118.84
344150	344153	MH400/U		6	15	108.73	75.20
278622	278625	MH400/U/ED28		12	15	211.02	152.87
344168	344160	MH400/C/U		6	15	142.42	101.91
312850	312855	MH400/3K/U		6	15	228.07	165.21
301705	301705	MS400/BU		6	15	131.87	91.20
301721	301729	MS400/C/BU		6	15	166.09	118.84
246736	246730	MS400/BU/ED28		6	15	228.42	165.47
311357	311353	MS400/3K/BU		6	15	285.57	206.87
298265	298265	MH1000/U		6	15	304.78	218.07
321505	321505	MH1000/U/BT37		6	15	359.97	260.76
298273	298272	MH1000/C/U		6	15	337.14	241.23
250936	250935	MS1000/BU		6	15	451.89	327.35
251306	251307	MS1000/BD		6	15	451.89	327.35
251371	251376	MS1000/C/BU		6	15	509.24	368.90
131623	131623	MH1500/U		6	15	360.90	258.23
281196	281199	MP175/BU 12PK		12	70	t	t
281246	281243	MP250/BU 12PK		12	70	t	t
130674	130671	MP360/BU/EW		6	70	t	t
130682	130688	MP360/C/BU/EW		6	70	t	t
133322	133320	MP400/BU 6 PK		6	70	t	t
133330	133306	MP400/C/BU 6PK		6	70	t	t
281188	281182	MP1000/BU 6PK		6	70	t	t
P 214379	214371	MHT175/U		12	15	282.70	204.79
P 214395	214395	MHT150/C/U		12	15	309.63	224.30
P 214403	214401	MHT250/U		12	15	315.01	228.20
P 214429	214425	MHT250/C/U		12	15	341.93	247.70
345983	345983	MHT400/U		6	15	299.31	216.83
346015	346010	MHT400/C/U		6	15	317.68	230.13
276626	276621	MS175/BU/PS		12	70	t	t

- New listing, please contact your Philips representative on availability.  
 Orders will be shipped until inventory is depleted; no longer to be manufactured.  
 N Shipped in full case quantity only. Orders for partial cases will round up to full case quantity.  
 Q Shipped in multiples of the intermediate case quantity of 10. Orders will round up to intermediate case quantity.  
 R See excluded pricing, pages 52-77.  
 R Shipped in multiples of the intermediate case quantity of 5. Orders will round up to intermediate case quantity.



# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA	V5751	\$ 3.19 EA	\$ 255.20
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY	100	EA	NQ	\$ NQ	\$ NQ
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	150	EA	V5703	\$ .22 EA	\$ 33.00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	V5747	\$ 3.78 EA	\$ 37.80
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	V5747-2	\$ 5.71 EA	\$ 57.10
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	RWA 1/2	\$ .34 EA	\$ 918.00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	RWA 3/4	\$ .40 EA	\$ 120.00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	LTUM 1/2	\$ .25 EA	\$ 75.00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	PVC COND 1/2	\$ .10 EA	\$ 10.00

# LINE ITEM DETAIL

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	PVC COND 1/2	\$ .10 EA	\$ 10.00
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	PVC COND 3/4	\$ .13 EA	\$ 13.00
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	PVC COND 3/4	\$ .13 EA	\$ 13.00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	COND EMT 1/2	\$ .15 EA	\$ 15.00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	COND EMT 1/2	\$ .15 EA	\$ 15.00
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	COND EMT 3/4	\$ .29 EA	\$ 29.00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	COND EMT 3/4	\$ .29 EA	\$ 29.00
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	MCAL12/2WG	\$ .40 EA	\$ 40.00
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	FLVT 4	\$ .42 EA	\$ 1050.00
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	130C	\$ 5.93 EA	\$ 118.60

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	88	\$ 340 EA	\$ 714.00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	SAME	\$ .08 EA	\$ 8.00
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	SAME	\$ .11 EA	\$ 11.00
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	SAME	\$ .17 EA	\$ 17.00
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	SAME	\$ .26 EA	\$ 26.00
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	HPS1000APKIT	\$ 112.00 EA	\$ 112.00
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	HPS400APKIT	\$ 60.32 EA	\$ 60.32
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	HPS150XQKIT	\$ 36.81 EA	\$ 36.81
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	MH100XQKIT	\$ 34.20 EA	\$ 34.20

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	EC3DT442K	\$ 65.00 EA	\$ 65.00
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	KTEB84QTV	\$ 21.75 EA	\$ 21.75
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	MH175APKIT	\$ 32.83 EA	\$ 32.83
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	PLT42W41K	\$ 3.08 EA	\$ 3.08
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	PLT32W41K	\$ 3.08 EA	\$ 3.08
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	MH175/U/MED	\$ 9.00 EA	\$ 9.00
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	MP150/U/MED	\$ 9.00 EA	\$ 9.00
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MH70/U/M	\$ 9.00 EA	\$ 9.00
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	C1000/552	\$ 28.00 EA	\$ 28.00

**BID #: B112012**  
**OPEN: 03/17/2011**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	MH175/W	\$ 10.00 EA	\$ 10.00
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	MH400/W	\$ 10.00 EA	\$ 10.00
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	MH1000/W	\$ 18.00 EA	\$ 18.00
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	MH1500/W	\$ 18.00 EA	\$ 18.00
0042	06037	400 WATT BALLAST KITS	1	EA	MH400APKIT	\$ 39.99 EA	\$ 39.99
0043	06037	1000 BALLAST KITS	1	EA	MH1000APKIT	\$ 76.28 EA	\$ 76.28
0044	06037	1500 WATT BALLAST KITS	1	EA	MH1500APKIT	\$ 117.80 EA	\$ 117.80
						Extended Price Total of all Item	\$ 4328.84

CED

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

---

What are the normal business hours at the nearest distribution center?

Monday - Friday - 7Am - 5Pm

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) Emergency call-out service

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour	\$ <u>26.00</u>
Three (3) hours	\$ <u>22.00</u>
Five (5) hours	\$ <u>18.00</u>
Same Day	\$ <u>15.00</u>

**Cost:**

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 50.00  
\$ 50.00  
\$ 50.00  
\$ 50.00

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 26  
\$ 22  
\$ 18  
\$ 15

> plus 1.00/hundred pounds

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

CED

302 38th Street South - Texas City, TX 77590

(409) 948-2508

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

CED

850 Greens Parkway #200, Houston, TX 77067

(281) 873-4233

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

# **PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS**

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	(Y) N		Lamps / Bulbs	<u>30%</u>
Sylvania	(Y) N		Lamps / Bulbs	<u>60%</u>
Prolume	(Y) N		Lamps / Bulbs	<u>20%</u>
Westinghouse	(Y) N		Lamps / Bulbs	<u>25%</u>
Universal	(Y) N		Lamps / Bulbs	<u>25%</u>
SLI	(Y) N		Lamps / Bulbs	<u>20%</u>
Advance	(Y) N		Ballasts	<u>30%</u>
Triad	(Y) N		Ballasts	<u>45%</u>
Magnatek	(Y) N		Ballasts	<u>25%</u>
Westinghouse	(Y) N		Ballasts	<u>20%</u>
Universal	(Y) N		Ballasts	<u>45%</u>
Howard	(Y) N		Ballasts	<u>25%</u>
Lumark	(Y) N		Fixtures	<u>35%</u>
Hubble	(Y) N		Fixtures	<u>20%</u>
Lithonia	(Y) N		Fixtures	<u>25%</u>
Tamlite	(Y) N		Fixtures	<u>20%</u>
Crescent	(Y) N		Fixtures	<u>25%</u>
Metalux	(Y) N		Fixtures	<u>35%</u>
Stonco	(Y) N		Fixtures	<u>25%</u>
Buss	(Y) N		Fuses	<u>30%</u>
Littlefuse	(Y) N		Fuses	<u>20%</u>
Cooper	(Y) N		Fuses	<u>30%</u>



**PROPOSAL RESPONSE SHEET  
 ELECTRICAL PARTS & SUPPLIES  
 GALVESTON COUNTY, TEXAS**

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	(Y) N		Devices (Receptacles & Switches)	<u>45%</u>
Pass & Seymore (P&S)	(Y) N		Devices (Receptacles & Switches)	<u>25%</u>
Intermatic	(Y) N		Devices (Receptacles & Switches)	<u>25%</u>
Eagle	(Y) N		Devices (Receptacles & Switches)	<u>35%</u>
Square D	(Y) N		Breakers	<u>30% *</u>
Siemens	(Y) N		Breakers	<u>20%</u>
General Electric (G E )	(Y) N		Breakers	<u>20%</u>
Cutler-Hammer	(Y) N		Breakers	<u>20%</u>

*Project pricing available upon request.*

*Will supply list sheets upon award of Bid*

**\*\* The remainder of this page intentionally left blank\*\***

# PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

**Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.**

	Manufacturer	Available	Commodity Description	Discount % off Manufactured List Price
A.		Y	CONDUIT	40%
B.		Y	WIRE	40%
C.		Y		
D.		Y		
E.		Y		
F.		Y		
G.		Y		
H.		Y		
I.		Y		
J.		Y		
K.		Y		
L.		Y		
M.		Y		
N.		Y		
O.		Y		
P.		Y		
Q.		Y		
R.		Y		
S.		Y		
T.		Y		

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 032128 C E D

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA	V5751	\$ 5.13	\$ 458.40
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY	100	EA	V5754	\$ 6.52	\$ 652.00
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	<del>150</del> 200	EA	V5703	\$ 41	\$ 82.00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	V5747	\$ 5.30	\$ 53.00
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	V5747-2	\$ 10.30	\$ 103.00
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	1	\$ 41	\$ 1107.00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT		\$ 55	\$ 165.00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT		\$ 1.03	\$ 309.00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT		\$ 1.10	\$ 11.00

# LINE ITEM DETAIL

BID # B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 032128 C E D

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA		\$ N/A	\$
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA		\$ 1.13	\$ 13.20
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA		\$ N/A	\$
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA		\$ 2.10	\$ 21.00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA		\$ N/A	\$
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA		\$ .43	\$ 43.00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA		\$ N/A	\$
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT		\$ .50	\$ 50.00
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	B412T8CL	\$ 68.83	\$ 1720.25
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	23-3/4x30FT	\$ 7.73	\$ 154.60

# LINE ITEM DETAIL

BID #. B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 032128 C E D

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	88	\$ 4.00	\$ 840.00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT		\$ .09	\$ 9.00
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT		\$ .14	\$ 14.00
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT		\$ .22	\$ 22.00
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT		\$ .33	\$ 33.00
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	\$1000ML5AC5MS0K\$	112.94	\$ 112.94
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	\$400ML5AC4MS0K\$	55.00	\$ 55.00
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	\$150MLTLC3MS0K\$	34.00	\$ 34.00
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	M100MLTLC3MS0K\$	32.00	\$ 32.00

# LINE ITEM DETAIL

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

VENDOR ID 032128 C E D

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA		\$ N/A	\$
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	<del>C2642UNJME00K</del>	\$ 20.76	\$ 20.76
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	M175ML5AC 3M 500K	\$ 24.72	\$ 24.72
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	CF42DT/E/IN 841/ECO	\$ 5.59	\$ 5.59
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	CF32DT/E/IN 841/ECO	\$ 5.29	\$ 5.29
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	M175/U/MED	\$ 11.26	\$ 11.26
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	MP150/U/MED	\$ 20.52	\$ 20.52
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MP70/U/MED	\$ 17.22	\$ 17.22
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	LU1000/ECO	\$ 26.00	\$ 26.00

**BID #: B112012**  
**OPEN: 03/17/2011**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

Item No.	Product Code	Description
1	1000	1000
2	2000	2000
3	3000	3000
4	4000	4000
5	5000	5000
6	6000	6000
7	7000	7000
8	8000	8000
9	9000	9000
10	10000	10000
11	11000	11000
12	12000	12000
13	13000	13000
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95	95000	95000
96	96000	96000
97	97000	97000
98	98000	98000
99	99000	99000
100	100000	100000

0038	06037		1	EA	m175/u	\$ 7.50	\$ 7.50
		175 WATT METAL HALIDE LAMPS					
0039	06037		1	EA	m400/u	\$ 7.50	\$ 7.50
		400 WATT METAL HALIDE LAMPS					
0040	06037		1	EA	m1000/u	\$ 19.33	\$ 19.33
		1000 WATT METAL HALIDE LAMPS					
0041	06037		1	EA	m1500/Bulwor	\$ 18.80	\$ 18.80
		1500 WATT METAL HALIDE LAMPS					
0042	06037		1	EA	m400m15AC 4m500K	\$ 35.50	\$ 35.50
		400 WATT BALLAST KITS					
0043	06037		1	EA	m1000m15AC 5m500K	\$ 71.00	\$ 71.00
		1000 BALLAST KITS					
0044	06037		1	EA	m1500m15AC 5m500K	\$ 75.00	\$ 75.00
		1500 WATT BALLAST KITS					
Extended Price Total of all Item							\$ 6460.18

## **EXCEPTIONS TO PROPOSAL CONDITIONS**

### Commodity Products

CED reserves the right to adjust commodity pricing based on the market levels. This protects us and allows us to provide more aggressive pricing.

These items include and are limited to:

- EMT Conduit – Items 0013-0016
- Wire (THHN #14, #12, #10, & #8) – Items 0021-0024
- PVC Conduit – Items 0009-0012



CED

## SUBSTITUTES FOR PROPOSED ITEMS

Item #	Description	Proposed MFG	Proposed Catalog #
25	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5-KIT LUMA LUX 120/200/240/277/480	UNIVERSAL	S1000ML5AC5M500K
26	HOWARD IND BALLAST S0400-81C-211DC S51 400 WATT HPS 120/209/240/277/480	UNIVERSAL	S400ML5AC4M500K
27	MAGNATEK HPS BALLAST 150 WAT MULTI TAP	UNIVERSAL	S150MLTLC3M500K
28	PROLUME MH BALLAST 100 WATT 120/208/240/277 VOLT	UNIVERSAL	IM100MLTLC3M500K
31	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	UNIVERSAL	IM175ML5AC3M500K
32	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	SYLVANIA	CF42DT/E/IN/841/ECO
33	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	SYLVANIA	CF32DT/E/IN/841/ECO
34	PROLUME MH 175/U/MED/IC 108262 M57/E	SYLVANIA	IM175/U/MED
35	PROLUME MH 150/U/MED/PS 108258 M102/E	SYLVANIA	IMP150/U/MED
36	PHILLIPS MHC 70/U/M/UK ALTO	SYLVANIA	IMP70/U/MED
37	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	SYLVANIA	ILU1000/ECO

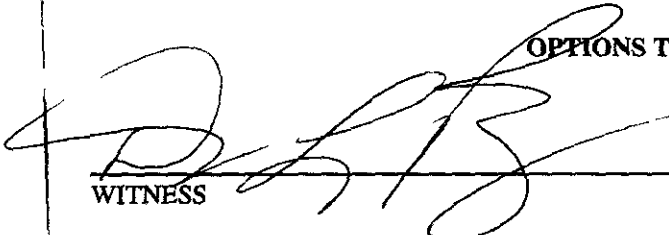
RFP #: B112012  
OPEN: 03/17/2011  
10:00 AM

**PROPOSAL SHEET**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following:

LINE ITEM TOTAL \$ 7087.<sup>05</sup>

OPTIONS TO RENEW 2 Extensions/1 Year Options

  
WITNESS

3/14/2011  
DATE

Bay Electric Supply  
COMPANY NAME

  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Neil Gale  
PRINTED NAME

Manager  
TITLE

1495 Gulf Freeway South  
CORRESPONDENCE ADDRESS

League City, TX 77573  
CITY, STATE ZIP CODE

760148558  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 38  
REMIT ADDRESS

League City, TX 77574  
CITY, STATE ZIP CODE

281-332-3466  
TELEPHONE NUMBER

281-332-0230  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

---

What are the normal business hours at the nearest distribution center?

Monday - Thursday 7:30am - 5:00pm Friday 7:30am - 4:00pm

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) on call salesperson subject to \$50.00 emergency open charge

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour	\$ <u>60.00</u>
Three (3) hours	\$ <u>40.00</u>
Five (5) hours	\$ <u>40.00</u>
Same Day	\$ <u>40.00</u>

**Cost:**

\$ <u>60.00</u>
\$ <u>40.00</u>
\$ <u>40.00</u>
\$ <u>40.00</u>

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes \_\_\_\_\_ No ☒

Delivered Within:	Cost:
One (1) hour	\$ _____
Three (3) hours	\$ _____
Five (5) hours	\$ _____
Same Day	\$ _____

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes \_\_\_\_\_ No ☒

Delivered Within:	Cost:
One (1) hour	\$ _____
Three (3) hours	\$ _____
Five (5) hours	\$ _____
Same Day	\$ _____

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

1495 Gulf Freeway South  
League City, TX 77573  
281-332-3466

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

16144 Hwy 59 North  
Houston, TX 77396  
281-441-2173

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

# PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	(Y)	N	Lamps / Bulbs	<u>Cost + 10%</u>
Sylvania	(Y)	N	Lamps / Bulbs	<u>Cost + 10%</u>
Prolume	(Y)	N	Lamps / Bulbs	<u>Cost + 10%</u>
Westinghouse	Y	(N)	Lamps / Bulbs	_____
Universal	Y	(N)	Lamps / Bulbs	_____
SLI	(Y)	N	Lamps / Bulbs	<u>Cost + 10%</u>
Advance	(Y)	N	Ballasts	<u>Cost + 10%</u>
Triad	(Y)	N	Ballasts	<u>Cost + 10%</u>
Magnatek	(Y)	N	Ballasts	<u>Cost + 10%</u>
Westinghouse	Y	(N)	Ballasts	_____
Universal	Y	(N)	Ballasts	_____
Howard	(Y)	N	Ballasts	<u>Cost + 10%</u>
Lumark	(Y)	N	Fixtures	<u>Cost + 10%</u>
Hubble	(Y)	N	Fixtures	<u>Cost + 10%</u>
Lithonia	(Y)	N	Fixtures	<u>Cost + 10%</u>
Tamlite	Y	(N)	Fixtures	_____
Crescent	(Y)	N	Fixtures	<u>Cost + 10%</u>
Metalux	(Y)	N	Fixtures	<u>Cost + 10%</u>
Stonco	(Y)	N	Fixtures	<u>Cost + 10%</u>
Buss	(Y)	N	Fuses	<u>Cost + 10%</u>
Littlefuse	(Y)	N	Fuses	<u>Cost + 10%</u>
Cooper	(Y)	N	Fuses	<u>Cost + 10%</u>

**PROPOSAL RESPONSE SHEET  
 ELECTRICAL PARTS & SUPPLIES  
 GALVESTON COUNTY, TEXAS**

Approved Manufacturer	Available? (circle one)	Commodity	Discount % off Manufacturer's List Price
Cooper	(Y) N	Devices (Receptacles & Switches)	<u>cost + 10%</u>
Pass & Seymore (P&S)	Y (N)	Devices (Receptacles & Switches)	<u>                    </u>
Intermatic	(Y) N	Devices (Receptacles & Switches)	<u>cost + 10%</u>
Eagle	(Y) N	Devices (Receptacles & Switches)	<u>cost + 10%</u>
Square D	(Y) N	Breakers	<u>cost + 15%</u>
Siemens	(Y) N	Breakers	<u>cost + 15%</u>
General Electric (G E )	(Y) N	Breakers	<u>cost + 10%</u>
Cutler-Hammer	(Y) N	Breakers	<u>cost + 15%</u>

\*\* The remainder of this page intentionally left blank\*\*

# PROPOSAL RESPONSE SHEET

## ELECTRICAL PARTS & SUPPLIES

### GALVESTON COUNTY, TEXAS

**Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.**

[illegible]

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 021774 BAY ELECTRIC SUPPLY INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA	V5751	\$ 4.50	\$ 360.00
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY <i>Not a good Part Number - By description could be #5744</i>	100	EA	V5744	\$ 6.85	\$ 685.00
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	150	EA	V5703	\$ .32	\$ 48.00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	V5747	\$ 4.15	\$ 41.50
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	V5747-2	\$ 7.95	\$ 79.50
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	FAC 050	\$ .38	\$ 1026.00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	FAC 075	\$ .52	\$ 156.00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	LIG050NM	\$ .33	\$ 99.00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	PVC05054440S	\$ 106	\$ 10,600.00



# LINE ITEM DETAIL

BID #: B112012

OPEN: 03/17/2011

10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 021774 BAY ELECTRIC SUPPLY INC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100 x 8' section 800'	EA	PV6050SCH40	\$ <sup>0.848</sup> <del>0.85</del> / section	\$ 84.80
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100 x 10' sec 1000'	EA	PV6075SCH40	\$ 1.30 / section	\$ 130.00
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100 x 8' sec 800'	EA	PV6075SCH40	\$ 1.04 / section	\$ 104.00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100 x 10' sec 1000'	EA	EMT050	\$ 1.86 / section	\$ 186.00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100 x 8' sec 800'	EA	EMT050	\$ 1.488 / section	\$ 148.80
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100 x 10' sec 1000'	EA	EMT075	\$ 3.90 / section	\$ 390.00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100 x 8' sec 800'	EA	EMT075	\$ 3.12 / section	\$ 312.00
0017	06037	Quincy MC cable 3 wire #12AWG Flex CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	MC122WG	\$ 3.98	\$ 39.80
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	VP4232UEB8 SLI	\$ 51.50	\$ 1287.50
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	3M 23	\$ 9.65	\$ 193.00

# LINE ITEM DETAIL

BID #: B112012

OPEN: 03/17/2011

10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID: 021774 BAY ELECTRIC SUPPLY INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	3M SUPER 88	\$ 3.60	\$ 756.00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	THHN 14 (color)	\$ .077	\$ 7.70
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	THHN 12 (color)	\$ .125	\$ 12.50
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	THHN 10 (color)	\$ .191	\$ 19.10
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	THHN 8 (color)	\$ .288	\$ 28.80
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	71A 8753 001 Advance	\$ 118.00	\$ 118.00
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	S51 400CWA5TK ProLume	\$ 74.50	\$ 74.50
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	S55 150HX4TK ProLume	\$ 38.00	\$ 38.00
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	M90 100HX4TK ProLume	\$ 34.60	\$ 34.60

# LINE ITEM DETAIL

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

VENDOR ID 021774 BAY ELECTRIC SUPPLY INC

Item No. Product Code Description

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	FDB-T442-277-1-S	\$ 62.90	\$ 62.90
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	ICF2526 HILDK	\$ 24.00	\$ 24.00
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	M57 175CWA5TK	\$ 32.00	\$ 32.00
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	PLT 42 1/4 1/4 P	\$ 5.65	\$ 5.65
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	PLT 32W/41/4P	\$ 4.70	\$ 4.70
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	108262	\$ 9.30	\$ 9.30
0035	06037	PROLUME METAL HALOIE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	108258	\$ 9.30	\$ 9.30
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MHC 70 U M	\$ 16.00	\$ 16.00
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	C1000 \$52/ED37	\$ 95.00	\$ 95.00

**BID #: B112012**

## ELECTRICAL PARTS AND SUPPLIES

**VENDOR ID 021774 BAY ELECTRIC SUPPLY INC**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	MH175U	\$ 11.50	\$ 11.50
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	MH400U	\$ 11.50	\$ 11.50
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	MH1000U	\$ 20.50	\$ 20.50
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	MH1500BU	\$ 25.00	\$ 25.00
0042	06037	400 WATT BALLAST KITS	1	EA	71A6051001D Advance	\$ 56.00	\$ 56.00
0043	06037	1000 BALLAST KITS	1	EA	71A6552001 Advance	\$ 95.00	\$ 95.00
0044	06037	1500 WATT BALLAST KITS	1	EA	71A6772001 Advance	\$ 138.00	\$ 138.00
Extended Price Total of all Items							\$

copy

RFP #: B112012  
OPEN: 03/17/2011  
10:00 AM

**PROPOSAL SHEET**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following.

LINE ITEM TOTAL \$ 931 84

OPTIONS TO RENEW 2 Extensions/1 Year Options

Jim Collier  
WITNESS

3-16-11  
DATE

Light Bulb Connexion LLC  
COMPANY NAME

Marylen Collier  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

MARYLEN Collier  
PRINTED NAME

OWNER  
TITLE

P.O. Box 3848  
CORRESPONDENCE ADDRESS

Galveston, Tx. 77552  
CITY, STATE ZIP CODE

1-26-00780840  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 3848  
REMIT ADDRESS

Galveston, TX. 77552  
CITY, STATE ZIP CODE

(409) 762-0800  
TELEPHONE NUMBER

(409) 763-0248  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

---

What are the normal business hours at the nearest distribution center?

8AM - 4.30 pm Monday - Friday

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) WE ARE ON CALL 24 hrs Aday 7 days A week

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

Cost: No Additional Cost  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

Cost: No Additional Cost  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

Cost: No Additional Cost  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

3626 85<sup>th</sup> Street  
Galveston, Texas  
77554 (409) 762-0800

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

No other location

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

## PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	(Y)	N	Lamps / Bulbs	25%
Sylvania	(Y)	N	Lamps / Bulbs	
Prolume	(Y)	N	Lamps / Bulbs	
Westinghouse	Y	N	Lamps / Bulbs	
Universal	(Y)	N	Lamps / Bulbs	
SLI	(Y)	N	Lamps / Bulbs	
Advance	(Y)	N	Ballasts	
Triad	(Y)	N	Ballasts	
Magnatek	(Y)	N	Ballasts	
Westinghouse	Y	N	Ballasts	
Universal	(Y)	N	Ballasts	
Howard	(Y)	N	Ballasts	
Lumark	(Y)	N	Fixtures	
Hubble	(Y)	N	Fixtures	
Lithonia	(Y)	N	Fixtures	
Tamlite	(Y)	N	Fixtures	
Crescent	Y	N	Fixtures	
Metalux	(Y)	N	Fixtures	
Stonco	Y	N	Fixtures	
Buss	Y	N	Fuses	
Littlefuse	Y	N	Fuses	
Cooper	Y	N	Fuses	



# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 705884 LIGHT BULB CONNEXION LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA		\$	\$
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY	100	EA		\$	\$
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	150	EA		\$	\$
0004	06037	WIREMOLD BOXES ONE GANG	10	EA		\$	\$
0005	06037	WIREMOLD BOXES TWO GANG	10	EA		\$	\$
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT		\$	\$
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT		\$	\$
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT		\$	\$
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT		\$	\$

# LINE ITEM DETAIL

BID #: B112012  
 OPEN: 03/17/2011  
 10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 705884 LIGHT BULB CONNEXION LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA		\$	\$
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA		\$	\$
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA		\$	\$
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA		\$	\$
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA		\$	\$
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA		\$	\$
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA		\$	\$
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT		\$	\$
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA		\$	\$
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL		\$	\$

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 705884 LIGHT BULB CONNEXION LLC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL		\$	\$
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT		\$	\$
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT		\$	\$
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT		\$	\$
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT		\$	\$
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	71A8153	\$ 132.00	\$ 132.00
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	B460HPS-05	\$ 80.00	\$ 80.00
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	71A8172	\$ 48.00	\$ 48.00
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	55136	\$ 38.00	\$ 38.00

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 705884 LIGHT BULB CONNEXION LLC

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA		\$	\$
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	ICF2526MI	\$ 34.95	\$ 34.95
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	175MHMT	\$ 49.00	\$ 49.00
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	PLT42/8414P	\$ 8.00	\$ 8.00
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	PLT32/8414P	\$ 3.90	\$ 3.90
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	MH175u/med	\$ 17.99	\$ 17.99
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	MP150/u/med	\$ 22.00	\$ 22.00
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MH70/u/med	\$ 23.00	\$ 23.00
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	C1000S52/ED37	\$ 90.00	\$ 90.00

**BID #: B112012**  
**OPEN: 03/17/2011**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	MH175/4/MUS	\$ 13.00	\$ 13.00
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	MH400/4	\$ 13.00	\$ 13.00
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	MH1000/4	\$ 22.00	\$ 22.00
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	MH1500/H34	\$ 36.00	\$ 36.00
0042	06037	400 WATT BALLAST KITS	1	EA	400MHMT	\$ 59.00	\$ 59.00
0043	06037	1000 BALLAST KITS	1	EA	1000MHMT	\$ 107.00	\$ 107.00
0044	06037	1500 WATT BALLAST KITS	1	EA	1500MHMT	\$ 135.00	\$ 135.00
Extended Price Total of all Item						\$	931.84

RFP #: B112012  
OPEN. 03/17/2011  
10.00 AM

**PROPOSAL SHEET**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following

LINE ITEM TOTAL \$ 6,721.62

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE

COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

2526 N. STALLING DRIVE  
CORRESPONDENCE ADDRESS

NACOGDOCHES, TX. 75964  
CITY, STATE ZIP CODE

75 1423734  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 630610  
REMIT ADDRESS

NACOGDOCHES, TX. 75963  
CITY, STATE ZIP CODE

(936) 569-1184  
TELEPHONE NUMBER

(936) 569-1836  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc  
All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

What are the normal business hours at the nearest distribution center?

7:00 AM till 5:30 PM Mon. THRU FRI / 8:00 AM till 12:00 PM SAT.

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) (NO CHARGE) 24hr EMERGENCY / SAT. 8:00 AM till 12:00 PM

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour (2 hr)  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 165.00  
\$ 100.00  
\$ 80.00  
\$ 78.00

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ☒ No ☐

Delivered Within:	Cost:
One (1) hour (2 hr)	\$ 200
Three (3) hours	\$ 185
Five (5) hours	\$ 140
Same Day	\$ 130

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ☒ No ☐

Delivered Within:	Cost:
One (1) hour	\$ 250 - 300
Three (3) hours	\$ 225
Five (5) hours	\$ 180
Same Day	\$ 165

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

6000 BROADWAY  
STE. 101  
GALVESTON, TX. 77551 (409-) 741-0072

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

100 SOUTH WESTWARD  
LA MARQUE, TX. 77568  
(409) 935-3005

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.



# **PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS**

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	Y	N	Lamps / Bulbs	
Sylvania	(Y)	N	Lamps / Bulbs	48
Prolume	Y	N	Lamps / Bulbs	
Westinghouse	Y	N	Lamps / Bulbs	
Universal	Y	N	Lamps / Bulbs	
SLI	(Y)	N	Lamps / Bulbs	48
Advance	(Y)	N	Ballasts	60
Triad	Y	N	Ballasts	
Magnatek	(Y)	N	Ballasts	45
Westinghouse	Y	N	Ballasts	
Universal	(Y)	N	Ballasts	45
Howard	Y	N	Ballasts	
Lumark	(Y)	N	Fixtures	56
Hubble	(Y)	N	Fixtures	56
Lithonia	(Y)	N	Fixtures	56
Tamlite	Y	N	Fixtures	
Crescent	Y	N	Fixtures	
Metalux	(Y)	N	Fixtures	56
Stonco	Y	N	Fixtures	
Buss	(Y)	N	Fuses	52
Littlefuse	(Y)	N	Fuses	52
Cooper	(Y)	N	Fuses	52

**PROPOSAL RESPONSE SHEET  
 ELECTRICAL PARTS & SUPPLIES  
 GALVESTON COUNTY, TEXAS**

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	Y	N	Devices (Receptacles & Switches)	
Pass & Seymore (P&S)	<input checked="" type="radio"/> Y	N	Devices (Receptacles & Switches)	40
Intermatic	<input checked="" type="radio"/> Y	N	Devices (Receptacles & Switches)	58
Eagle	Y	N	Devices (Receptacles & Switches)	
Square D	Y	N	Breakers	
Siemens	Y	N	Breakers	
General Electric (G E )	Y	N	Breakers	
Cutler-Hammer	<input checked="" type="radio"/> Y	N	Breakers	70

\*\* The remainder of this page intentionally left blank\*\*

# PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.

Manufacturer	Available	Commodity Description	Discount % off Manufacturer's List Price
BRIDGEPORT	Y	FITTINGS, STRAPS, CAPS	60
THOMAS & BETTS	Y	BOX, PLATES, CONDUCTORS	60
NSI	Y	TAPS, CONDUIT, GROUNDING	55
3M	Y	TAPE, CONDUIT, SEALANT	48
CRC	Y	CLEANERS, LUB, DEGREASER	52
DOHIE	Y	FASTENERS, TOOLS	56
LENOX	Y	TOOLS	53
KLEIN	Y	TOOLS	53
GREENLEE	Y	TOOLS	53
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		

# LINE ITEM DETAIL

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID # B112012  
OPEN 03/17/2011  
10 00 AM

VENDOR ID 712481 ELLIOT ELECTRIC SUPPLY

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA	V5751	\$ 435.87/c	\$ 348.70
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY	100	EA	V5745	\$ 496.74/c	\$ 496.74
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	150	EA	V5703	\$ 31.52/c	\$ 47.28
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	V5747	\$ 403.26/c	\$ 40.33
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	V57472	\$ 783.70	\$ 78.37
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	ALF12	\$ 35.59/c	\$ 960.93
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	ALF34	\$ 48.93/c	\$ 48.93
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	LJ12	\$ 49.00/c	\$ 147.00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	PVC12	\$ 10.13/c	\$ 10.13

# LINE ITEM DETAIL

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 712481 ELLIOT ELECTRIC SUPPLY

BID # B112012  
OPEN 03/17/2011  
10 00 AM

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	NA	\$	\$
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	PVC34	\$ 12.35/c	\$ 12.35
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	NA	\$	\$
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	Em+12	\$ 19.61/c	\$ 19.61
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	NA	\$	\$
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	EMT34	\$ 40.60/c	\$ 40.60
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	NA	\$	\$
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	MC 122w6	\$ 421.05/m	\$ 42.10
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	VT3232PRW	\$ 57.61/ea	\$ 1,440.25
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	33	\$ 3.96/ea	\$ 79.20

# LINE ITEM DETAIL

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID # B112012  
OPEN 03/17/2011  
10 00 AM

VENDOR ID 712481 ELLIOT ELECTRIC SUPPLY

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	88	\$ 4.00/EA	\$ 840.00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	<del>100</del> 500	FT	THHN145+BK500	\$ 83.56/m	\$ 41.78
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	<del>100</del> 500	FT	THHN125+BK500	\$ 128.18/m	\$ 64.09
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	<del>100</del> 500	FT	THHN105+BK500	\$ 198.06/m	\$ 99.03
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	THHN8+BKPCS	\$ 299.17/m	\$ 29.92
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	71A8753001	\$ 133.20/EA	\$ 133.20
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	71A8453001D	\$ 64.90/EA	\$ 64.90
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	71A8172001D	\$ 47.55/EA	\$ 47.55
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	71A539001D	\$ 35.02	\$ 35.02

# LINE ITEM DETAIL

BID # B112012  
OPEN 03/17/2011  
10 00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 712481 ELLIOT ELECTRIC SUPPLY

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	FDBT4422771S	\$ 65.40/Ea	\$ 65.40
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	C2642UNVME	\$ 21.45/Ea	\$ 21.45
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	71A5570001D	\$ 31.25/Ea	\$ 31.25
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	PLT32W414P	\$ 11.20/Ea	\$ 11.20
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	PLT42W414P	\$ 11.15/Ea	\$ 11.15
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	M175U/MED	\$ 16.60/Ea	\$ 16.60
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	M150U/MED	\$ 22.30	\$ 22.30
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MP70U/MED	\$ 20.30	\$ 20.30
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	L1000ECO	\$ 31.20	\$ 31.20

**BID # B112012  
OPEN 03/17/2011  
10 00 AM**

**GALVESTON COUNTY, TEXAS**

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	M175U	\$ 11.74/Ea	\$ 11.74
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	M400U	\$ 11.15/Ea	\$ 11.15
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	M1000U	\$ 22.90/Ea	\$ 22.90
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	M1500BUHCR	\$ 32.15/Ea	\$ 32.15
0042	06037	400 WATT BALLAST KITS	1	EA	71A6051001D	\$ 42.40/Ea	\$ 42.40
0043	06037	1000 BALLAST KITS	1	EA	71A6552001	\$ 96.60/Ea	\$ 96.60
0044	06037	1500 WATT BALLAST KITS	1	EA	71A6772001	\$ 128.20	\$ 128.20
Extended Price Total of all Items						\$	6721.62





# CERTIFICATE OF LIABILITY INSURANCE

TRST

DATE (MM/DD/YYYY)

3/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BancorpSouth Insurance Services, Inc P O Box 631202 Nacogdoches, TX 75963-1202		<b>CONTACT NAME</b> Stacy Triana <b>PHONE (A/C, No, Ext)</b> (936) 564-0221 <b>FAX (A/C, No)</b> <b>E-MAIL ADDRESS</b> stacy triana@bxs1.com <b>PRODUCER CUSTOMER ID #</b> ELLIELE-01	
<b>INSURED</b> Elliott Electric Supply, LP Attn: Shelby Watson P O Box 630610 Nacogdoches, TX 75963-0610		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A</b> America First Lloyds Insurance Company <b>INSURER B</b> Netherlands Insurance Company <b>INSURER C</b> America First Insurance <b>INSURER D</b> <b>INSURER E</b> <b>INSURER F</b>	
		<b>NAIC #</b> 11526	

**COVERAGES****CERTIFICATE NUMBER****REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC		CBP8362340	12/25/2010	12/25/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS		BA8361137	12/25/2010	12/25/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000		CU8367158	12/25/2010	12/25/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC8364639	12/25/2010	12/25/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

County of Galveston  
722 Moody Ave 5th Floor  
Galveston, TX 77550-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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RFP #: B112012  
OPEN: 03/17/2011  
10:00 AM

**PROPOSAL SHEET**  
**ELECTRICAL PARTS AND SUPPLIES**  
**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following:

LINE ITEM TOTAL \$ 5237.45

OPTIONS TO RENEW 2 Extensions/1 Year Options

B. J. [Signature]  
WITNESS  
3/15/11  
DATE

City Electric Supply  
COMPANY NAME  
[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
FRANK VACCARO  
PRINTED NAME  
Branch Manager  
TITLE

5517 BROADWAY  
CORRESPONDENCE ADDRESS  
GALVESTON TEXAS 77551  
CITY, STATE ZIP CODE

5517 BROADWAY  
REMIT ADDRESS  
GALVESTON, TEXAS 77551  
CITY, STATE ZIP CODE

52-2320485  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

(409) 741-1444  
TELEPHONE NUMBER  
(409) 741-1144  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ☒ No ☐

If no, what is the guaranteed delivery time of 95% of the orders?

\_\_\_\_\_

What are the normal business hours at the nearest distribution center?

7-5 M-F 8-12 SAT.

Do you have after hour and weekend supply capabilities? Yes ☒ No ☐

(If yes, please describe) EMERGENCY phone #'s ON Request

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour	\$ <u>00</u>
Three (3) hours	\$ <u>00</u>
Five (5) hours	\$ <u>00</u>
Same Day	\$ <u>00</u>

**Cost:**

\$ <u>00</u>
\$ <u>00</u>
\$ <u>00</u>
\$ <u>00</u>

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 00  
\$ 00  
\$ 00  
\$ 00

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ☒ No ☐

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$ 00  
\$ 00  
\$ 00  
\$ 00

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

C.E.S. (409) 741-1444  
5517 BROADWAY  
GALVESTON, TEXAS 77551

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

C.E.S. (281) 756-8033  
1112 EAST Hwy 6  
ALVIN, TEXAS 77511

**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

## PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	<input checked="" type="radio"/>	N	Lamps / Bulbs	N/A
Sylvania	<input checked="" type="radio"/>	N	Lamps / Bulbs	
Prolume	<input checked="" type="radio"/>	N	Lamps / Bulbs	
Westinghouse	<input checked="" type="radio"/>	N	Lamps / Bulbs	
Universal	<input checked="" type="radio"/>	N	Lamps / Bulbs	
SLI	<input checked="" type="radio"/>	N	Lamps / Bulbs	
Advance	<input checked="" type="radio"/>	N	Ballasts	
Triad	Y	<input checked="" type="radio"/>	Ballasts	
Magnatek	<input checked="" type="radio"/>	N	Ballasts	
Westinghouse	<input checked="" type="radio"/>	N	Ballasts	
Universal	<input checked="" type="radio"/>	N	Ballasts	
Howard	<input checked="" type="radio"/>	N	Ballasts	
Lumark	Y	<input checked="" type="radio"/>	Fixtures	
Hubble	<input checked="" type="radio"/>	N	Fixtures	
Lithonia	Y	<input checked="" type="radio"/>	Fixtures	
Tamlite	<input checked="" type="radio"/>	N	Fixtures	
Crescent	<input checked="" type="radio"/>	N	Fixtures	
Metalux	Y	<input checked="" type="radio"/>	Fixtures	
Stonco	<input checked="" type="radio"/>	N	Fixtures	
Buss	<input checked="" type="radio"/>	N	Fuses	
Littlefuse	<input checked="" type="radio"/>	N	Fuses	
Cooper	<input checked="" type="radio"/>	N	Fuses	

# **PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS**

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	<input checked="" type="radio"/> Y	N	Devices (Receptacles & Switches)	N/A
Pass & Seymore (P&S)	<input checked="" type="radio"/> Y	N	Devices (Receptacles & Switches)	
Intermatic	<input checked="" type="radio"/> Y	N	Devices (Receptacles & Switches)	
Eagle	Y	<input checked="" type="radio"/> N	Devices (Receptacles & Switches)	
Square D	<input checked="" type="radio"/> Y	N	Breakers	
Siemens	<input checked="" type="radio"/> Y	N	Breakers	
General Electric (G E )	<input checked="" type="radio"/> Y	N	Breakers	
Cutler-Hammer	<input checked="" type="radio"/> Y	N	Breakers	

\*\* The remainder of this page intentionally left blank\*\*

# PROPOSAL RESPONSE SHEET

## ELECTRICAL PARTS & SUPPLIES

### GALVESTON COUNTY, TEXAS

**Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.**

[illegible]

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 708322 COLORADO ELECTRIC SUPPLY LIMITED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W M #5751 ONLY	80	EA	5751	\$ 4,09 EA	\$ 327,20
0002	06037	WIREMOLD BOX SWITCH & RECP 1-GANG W M #5754 ONLY	100	EA	5754	\$ 4,50 EA	\$ 450,00
0003	06037	WIREMOLD CLIP SUPPORTING W M #5703 ONLY	150	EA	5703	\$ 1,50 EA	\$ 225,00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	5747	\$ 4,50 EA	\$ 45,00
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	5747-2	\$ 8,00 EA	\$ 80,00
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	560230	\$ 35 FT	\$ 945,00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	560330	\$ 48 FT	\$ 144,00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	610230	\$ 46 FT	\$ 138,00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	PVC050	\$ 10 FT	\$ 10,00



# LINE ITEM DETAIL

BID #. B112012  
OPEN. 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 708322 COLORADO ELECTRIC SUPPLY LIMITED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	PVC050	\$ 10 FT	\$ 10,00
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	PVC075	\$ 12 FT	\$ 12,00
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	PVC075	\$ 12 FT	\$ 12,00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	EMT050	\$ 16 FT	\$ 16,00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	EMT050	\$ 16 FT	\$ 16,00
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	EMT075	\$ 33 FT	\$ 33,00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	EMT075	\$ 33 FT	\$ 33,00
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	MC12/3AL	\$ 66 FT	\$ 66,00
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	EN2-4 RAW	\$ 60.00 E	\$ 1500.00
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	#23 3/4X33	\$ 9,08 E	\$ 181,60

# LINE ITEM DETAIL

BID #: B112012  
OPEN: 03/17/2011  
10:00 AM

## ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

VENDOR ID 708322 COLORADO ELECTRIC SUPPLY LIMITED

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	<u>88-3/4X66</u>	\$ <u>3.40E</u>	\$ <u>213.40</u>
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	<u>THHN-14 Sol</u>	\$ <u>07 FT</u>	\$ <u>7.00</u>
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	<u>THHN-12 Sol</u>	\$ <u>11 FT</u>	\$ <u>11.00</u>
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	<u>THHN-10 Sol</u>	\$ <u>17 FT</u>	\$ <u>17.00</u>
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	<u>THHN-8 Str</u>	\$ <u>29 FT</u>	\$ <u>29.00</u>
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	<u>55130 Halco</u>	\$ <u>124.95EA</u>	\$ <u>124.95</u>
0026	06037	HOWARD IND BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	<u>55126 Halco</u>	\$ <u>68.80EA</u>	\$ <u>68.80</u>
0027	06037	MAGNATEK H P S BALLAST 150 WATT MULTI TAP	1	EA	<u>55116 Halco</u>	\$ <u>36.00EA</u>	\$ <u>36.00</u>
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	<u>55136 Halco</u>	\$ <u>32.00 EA</u>	\$ <u>32.00</u>

# LINE ITEM DETAIL

BID #: B112012  
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## ELECTRICAL PARTS AND SUPPLIES

### GALVESTON COUNTY, TEXAS

VENDOR ID 708322 COLORADO ELECTRIC SUPPLY LIMITED

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	<u>FDB-T442-277</u> <u>-S-1</u>	<u>\$ 60.00EA</u>	<u>\$ 60.00</u>
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	<u>S2106 HALCO</u>	<u>\$ 17.00EA</u>	<u>\$ 17.00</u>
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	<u>S5140 HALCO</u>	<u>\$ 31.00EA</u>	<u>\$ 31.00</u>
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	<u>PL42T/E41</u> <u>HALCO</u>	<u>\$ 3.25EA</u>	<u>\$ 3.25</u>
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	<u>PL32T/E41</u> <u>HALCO</u>	<u>\$ 2.75EA</u>	<u>\$ 2.75</u>
0034	06037	PROLUME MH 175/U/MED/AC 108262 M57/E	1	EA	<u>108262</u> <u>HALCO</u>	<u>\$ 8.50EA</u>	<u>\$ 8.50</u>
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	<u>108258</u> <u>HALCO</u>	<u>\$ 8.50EA</u>	<u>\$ 8.50</u>
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	<u>MHC70/U/M</u> <u>PHILIPS</u>	<u>\$ 8.50EA</u>	<u>\$ 8.50</u>
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	<u>108222</u> <u>HALCO</u>	<u>\$ 18.00EA</u>	<u>\$ 18.00</u>

**BID #. B112012**  
**OPEN: 03/17/2011**  
**10:00 AM**

**GALVESTON COUNTY, TEXAS**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	108200 HALCO	\$ 8,00 EA	\$ 8,00
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	108208 HALCO	\$ 8,00 EA	\$ 8,00
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	108222 HALCO	\$ 18,00 EA	\$ 18,00
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	108214 HALCO	\$ 20,00 EA	\$ 20,00
0042	06037	400 WATT BALLAST KITS	1	EA	55152 HALCO	\$ 40,00 EA	\$ 40,00
0043	06037	1000 BALLAST KITS	1	EA	55158 HALCO	\$ 95,00 EA	\$ 95,00
0044	06037	1500 WATT BALLAST KITS	1	EA	E-MC-A00WJ500S HALCO	108,00 EA	\$ 108,00
Extended Price Total of all Item						\$	5237.45



**RFP#: B112012**  
**OPEN: 03/17/2011**  
**10:00 AM**

## **REQUEST FOR PROPOSAL ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **10:00 AM on 03/17/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope

### **RFP #: B112012 ELECTRICAL PARTS AND SUPPLIES**

Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Sealed proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

## GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

### 1. PROPOSAL PACKAGE

*The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of five (5), one (1) original and four (4) copies on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.*

### 2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to  
Rufus G. Crowder, CPPB, Purchasing Agent  
722 Moody  
Fifth Floor  
Galveston, Texas 77550  
Fax (409) 621-7997  
E-mail [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

### 3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required,
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
3. have a satisfactory record of performance,
4. have a satisfactory record of integrity and ethics,
5. be otherwise qualified and eligible to receive an award.

**GENERAL PROVISIONS  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

**4. TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

**5. PROPOSAL OPENING**

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

**6. COMMISSIONERS' COURT**

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

**7. REJECTION OF PROPOSALS**

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible.

**8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**9. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**10. EXCEPTIONS TO PROPOSAL**

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

The County reserves the right to offer these alternatives to other proposers

### **11. PRICING**

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

### **12. PROCUREMENT CARD PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

### **13. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

### **14. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances, Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances, Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract, the original cost of his product to him must be stated in Vendor's original proposal.



## GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**15. MODIFICATION OF PROPOSALS**

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

**16. SIGNATURE OF PROPOSALS**

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

**17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS**

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

**A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.**

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

### **18. DISPUTE AFTER AWARD**

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

### **19. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary,

**GENERAL PROVISIONS  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**20. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

**21. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**22. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted proposal and the contract.

**GENERAL PROVISIONS  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

**23. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

**24. FORCE MAJEURE**

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**25. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**26. CONTRACTOR INVESTIGATION**

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**27. NO COMMITMENT BY COUNTY OF GALVESTON**

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

**28. BEST AND FINAL OFFERS**

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a *Best and Final Offer* from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**29. SINGLE PROPOSAL RESPONSE**

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

**30. REJECTION/DISQUALIFICATION OF PROPOSALS**

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the proposal form (s) furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the proposal form
- C Failure to properly complete the proposal
- D Proposals that do not meet the mandatory requirements
- E Evidence of collusion among proposers

**31. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

**32. PROPOSAL IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

**33. PROPOSAL DISCLOSURES**

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

**34. PROTEST**

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

**35. WITHDRAWAL OF PROPOSAL**

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

**GENERAL PROVISIONS  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

**36. INDEMNIFICATION**

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**37. PROOF OF INSURANCE**

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

## GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

**Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.**

**38. PATENT AND COPYRIGHT PROTECTION**

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

**39. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500 00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250 00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**40. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**41. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**42. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**43. MERGERS, ACQUISITIONS**

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County:

- 1 Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
- 2 New Proposer's Federal Identification Number (FEIN), and
- 3 New Proposer's proposed operating plans



## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**44. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**45. ACCURACY OF DATA**

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

**46. SUBCONTRACTING/ASSIGNMENT**

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

**47. INDEPENDENT CONTRACTOR**

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

**48. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

**49. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

"Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

## **GENERAL PROVISIONS ELECTRICAL PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS**

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

### **General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

### **Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

### **Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

### **Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

### **Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**GENERAL PROVISIONS  
ELECTRICAL PARTS AND SUPPLIES  
GALVESTON COUNTY, TEXAS**

**50. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

To the County at

Hon Mark A Henry, County Judge  
722 Moody  
Second Floor  
Galveston, Texas 77550  
Fax (409) 765-2653

With copies to

Rufus G Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth Floor  
Galveston, Texas 77550  
Fax (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth Floor  
Galveston, Texas 77550  
Fax (409) 770-5560

## **SPECIAL PROVISIONS ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS**

### **I. SCOPE:**

The County of Galveston is seeking a responsible vendor to provide Electrical Parts and Supplies as specified within this invitation to bid. All materials must be new, of current stock, and in first-class condition unless otherwise specified.

### **II. TERM:**

It is the intent of the County to award a Electrical Parts and Supplies contract for a period of one (1) year. The Galveston County Commissioners' Court may extend the contract on a year to year basis for up to two (2) additional one-year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties.

### **III. TERMINATION OF CONTRACT:**

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered, or terminated by the County. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor. The Galveston County Commissioners' Court reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

### **IV. TERMINATION FOR DEFAULT:**

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by vendor. Galveston County reserves the right to terminate the contract immediately in the event that the successful vendor fails to

- Meet delivery or completion of order schedules,
- Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

### **V. PROPOSER'S QUALIFICATIONS:**

All potential vendors shall be primarily engaged in the supply of electrical parts and supplies and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested goods as designated in the following set of specifications.

No contract will be awarded except to a responsible independent vendor who is capable of supplying electrical parts and supplies that are suitable for use in commercial installations.

Successful vendor will be expected to maintain and have available for immediate shipment the minimum quantities of items as specified herein. If more than the minimum is ordered, vendor should be prepared to furnish the minimum order quantity within 1-3 days with the balance to be available within (14) fourteen days after receipt of a valid purchase order number.

### **VI. AWARD:**

There will be a single award for all items requested in this proposal. Items will not be awarded separately.

**SPECIAL PROVISIONS  
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Vendor must accept purchase order numbers and/or Galveston County Procurement Card (Master Card) for specified parts and supplies. Vendor shall not release any supplies and/or equipment to any authorized representative of the County of Galveston unless accompanied by a form of the later. Payment for any items issued without prior receipt of an approved Galveston County method of payment will become the sole responsibility of the contracted vendor.

Anticipated volumes are an estimate of yearly amounts that Galveston County expects to order, however, the County will pay only for items actually ordered and delivered. Galveston County reserves the right to purchase more or less than the minimum quantities specified. No minimum or maximums are guaranteed.

**VII. AWARD CRITERIA:**

Proposal award will be based on the vendor proposal that complies with requested information and the greatest percentage off the manufacturer's list price given for the specified items.

Consideration will also be given for the following areas:

- Delivery
- Completeness of submitted proposal
- Past history with Galveston County

**VIII. PROPOSAL SUBMISSION:**

Proposal information shall be submitted on the forms provided by the County. All figures must be written in ink, computer generated, or typewriter. Figures written in pencil or erasures are not acceptable, however, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. All proposals must be signed on the contract proposal form page(s) where indicated by persons who are properly authorized representatives of the service provider. Signatures must be handwritten and in ink. The County will not return any submitted materials.

**An original and exact triplicate copies of the proposal with an original signature on the contract(s) and proposal form(s) of all copies must be submitted no later than 10:00 AM on March 11, 2008 to:**

**Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston  
722 Moody (21<sup>st</sup> Street), 5<sup>th</sup> (Fifth) Floor  
Galveston, Texas 77550**

**PROPOSALS RECEIVED AFTER 10:00 AM ON THE DATE SPECIFIED ABOVE, WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

The official clock of the Purchasing Agent will determine the time of deadline.

**IX. INVOICES AND PACKING SLIPS:**

All invoices, packing slips, or other suitable shipping documents shall accompany each shipment and shall show:

- 1 Name and address of successful Proposer,
- 2 Name and address of receiving department and /or delivery location,
- 3 Galveston County Purchase Order Number or Procurement Card information,

**SPECIAL PROVISIONS  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

- 4 Signature of Galveston County employee accepting merchandise,  
5 Descriptive information as to the items delivered, quantity, number or containers, etc

All invoices shall be sent in triplicate to

**Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553**

**X. WARRANTY**

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title

**XI. DELIVERY:**

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes\_\_\_\_\_ No\_\_\_\_\_

If no, what is the guaranteed delivery time of 95% of the orders?

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What are the normal business hours at the nearest distribution center?

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Do you have after hour and weekend supply capabilities? Yes\_\_\_\_\_ No\_\_\_\_\_

(If yes, please describe) \_\_\_\_\_

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes\_\_\_\_\_ No\_\_\_\_\_

**Delivered Within:**

One (1) hour  
Three (3) hours  
Five (5) hours  
Same Day

**Cost:**

\$\_\_\_\_\_  
\$\_\_\_\_\_  
\$\_\_\_\_\_  
\$\_\_\_\_\_

**SPECIAL PROVISIONS  
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Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes\_\_\_\_\_ No\_\_\_\_\_

<b>Delivered Within:</b>	<b>Cost:</b>
One (1) hour	\$_____
Three (3) hours	\$_____
Five (5) hours	\$_____
Same Day	\$_____

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes\_\_\_\_\_ No\_\_\_\_\_

<b>Delivered Within:</b>	<b>Cost:</b>
One (1) hour	\$_____
Three (3) hours	\$_____
Five (5) hours	\$_____
Same Day	\$_____

**Distribution Center Locations:**

What is the address and telephone number of the nearest distribution center?

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What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

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**Non-Stocked Items:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

## PROPOSAL RESPONSE SHEET ELECTRICAL PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	Y	N	Lamps / Bulbs	_____
Sylvania	Y	N	Lamps / Bulbs	_____
Prolume	Y	N	Lamps / Bulbs	_____
Westinghouse	Y	N	Lamps / Bulbs	_____
Universal	Y	N	Lamps / Bulbs	_____
SLI	Y	N	Lamps / Bulbs	_____
Advance	Y	N	Ballasts	_____
Triad	Y	N	Ballasts	_____
Magnatek	Y	N	Ballasts	_____
Westinghouse	Y	N	Ballasts	_____
Universal	Y	N	Ballasts	_____
Howard	Y	N	Ballasts	_____
Lumark	Y	N	Fixtures	_____
Hubble	Y	N	Fixtures	_____
Lithonia	Y	N	Fixtures	_____
Tamlite	Y	N	Fixtures	_____
Crescent	Y	N	Fixtures	_____
Metalux	Y	N	Fixtures	_____
Stonco	Y	N	Fixtures	_____
Buss	Y	N	Fuses	_____
Littlefuse	Y	N	Fuses	_____
Cooper	Y	N	Fuses	_____



**PROPOSAL RESPONSE SHEET  
 ELECTRICAL PARTS & SUPPLIES  
 GALVESTON COUNTY, TEXAS**

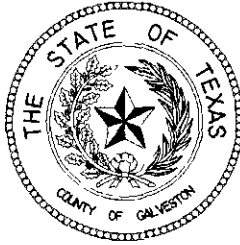
Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	Y	N	Devices (Receptacles & Switches)	_____
Pass & Seymore (P&S)	Y	N	Devices (Receptacles & Switches)	_____
Intermatic	Y	N	Devices (Receptacles & Switches)	_____
Eagle	Y	N	Devices (Receptacles & Switches)	_____
Square D	Y	N	Breakers	_____
Siemens	Y	N	Breakers	_____
General Electric (G E )	Y	N	Breakers	_____
Cutler-Hammer	Y	N	Breakers	_____

**\*\* The remainder of this page intentionally left blank\*\***

**PROPOSAL RESPONSE SHEET  
ELECTRICAL PARTS & SUPPLIES  
GALVESTON COUNTY, TEXAS**

**Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.**

[illegible]



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

**Contract Number:** CM11094

**Invitation to Bid Number** RFP# B112012 – Electrical Parts and Supplies

**Term of Contract** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of execution of this Contract by latest signatory to sign and terminating April 8, 2012.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One	Yes (X) No ( )
Year Two	Yes (X) No ( )
Year Three	Yes ( ) No (X)
Year Four	Yes ( ) No (X)

**Contractor:** Owen Electric Supply, dba Tidal Electric Distributors, Inc.

**Awarded as to addendum(s) (if applicable):**

Addendum No 1 ( ) yes ( ) no ( ) n a  
Addendum No 2 ( ) yes ( ) no ( ) n a  
Addendum No 3 ( ) yes ( ) no ( ) n a

**Payment Bond Required** ( ) yes (X) no

**Performance Bond Required** ( ) yes (X) no

**Notice to be Given to:**

Galveston County

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor

**Owen Electric Supply, dba Tidal Electrical Distributors, Inc.**  
**4200 Gulf Freeway**  
**La Marque, Texas 77568**

**County and Contractor agree as follows:**

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3 **Payment for Services** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4. **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

**5 Employment Taxes** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

**6 Initial Term and Options to Renew** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

**7 Cancellation** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

**8 Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9 Subcontracting or Assignment** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

**10. Novation and Change of Name Agreements** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

**11 Force Majeure** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

**12 Entirety of Agreement and Modification** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

**13 Severability** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

**14 Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

**15 Governing Law** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

**16. Benefit** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

**17 Authority to Bind** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

**18 Immunity Retained** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**19. Meaning of Words** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

**20. Public Information Act.** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the <sup>EFFECTIVE</sup> 09 Th day of April, 2011

**Contractor:**

TIDAL ELECTRICAL DIST.

**By:**

Don D. Reel

**Date:**

4/5/11

**Galveston County**

**By:**

Mark A. Henry  
Mark A. Henry, County Judge

**Date:**

4/5/11

**Attest**

Dwight A. Sullivan  
Dwight Sullivan, County Clerk

AGENDA

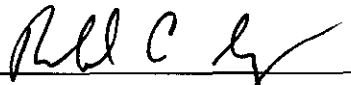
ITEM

#18



**Galveston County, Texas**  
**Consideration of Budget Amendments for**  
**Tuesday, April 5, 2011**  
**As Submitted by the Budget Officer**

<b>Fiscal Year</b>	<b>Amendment #</b>	<b>Description</b>
2011	11-065-0405-A	<b>District Clerk</b> – Request to reorganize and reclassify various positions in the District Clerk's office.
2011	11-066-0405-B	<b>District Attorney</b> – Request for hiring exception
2011	11-067-0405-C	<b>Information Technology</b> – Request for hiring exception
2011	11-068-0405-D	<b>County Clerk/Elections Division</b> – Budget request for election equipment and General Fund reimbursement.

Approved by.   
Ronald Shelby, Director of  
Finance and Administration

Date: 3/30/11

AGENDA

ITEM

#18a

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	District Clerk	Amendment No 11-065-0405-A-amended
Date Submitted	March 24, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for reorganization and reclassification of positions in the District Clerk's Office

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-126100-5100000	Salaries (Positions 97, 99)	14,300	
1101-126100-5151000	Group Health Insurance	3,000	
1101-126100-5152102	Medicare FICA Payments	200	
1101-126100-5153000	Pension	600	
1101-126100-5154000	Alternate Plan	900	
TOTAL - Transfer Amount		\$ 19,000	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-126100-5100000	Salaries (Positions 7, 27)	12,200	
1101-126100-5100000	Salaries (Unallocated)	4,100	
1101-126100-5152102	Medicare FICA Payments	200	
1101-126100-5153000	Pension	1,300	
1101-126100-5154000	Alternate Plan	1,200	
TOTAL - Transfer Amount		\$ 19,000	

**ADDITIONAL COMMENTS**

This is a request to reorganize and reclassify various positions in the District Clerk's Office

The objective of the reorganization and reclassification of positions is to improve the accounting processes in the District Clerk's Office. There is a critical need to implement internal controls within the department that will ensure accurate records are kept in a timely and efficient manner.

See Attached

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

*Kathy Branch* \_\_\_\_\_ Date *4/5/11*

Human Resources Department

*Phil C. J.* \_\_\_\_\_ Date *4/5/11*  
Budget Office Authorization

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_

Date Approved 4/5/11

## Amendment Support:

### District Clerk (1101-126100)

11-065-0405-A

<u>Pos</u> <u>Title From</u>		<u>Title To</u>	<u>Salary From</u>	<u>Salary To</u>	CC Date	4/5/2011
Old					Savings/ (shortfall)	Savings/ (shortfall)
New					Annual Difference	FY2011 Difference
8	Supervisor/Accounting	Senior Deputy District Clerk/Accounting	38,487 16C	38,487 16C	-	-
27	Deputy District Clerk Family Team	Supervisor/Chief Accountant	37,548 10N	58,562 20L	(21,014)	(10,184)
99	Deputy District Clerk Part-time	Position Deleted	13,619 10A	-	13,619	6,600
97	Senior Deputy District Clerk	Position Deleted	15,794 12A	-	15,794	7,654
7	Chief Deputy Clerk-Supervisor/Assistant	Chief Technology Administrator (Recent hire - last raise was 01/05/2011)	53,046 16P	57,134 20K	(4,088)	(1,981)
Unallocated					(4,311)	(2,089)
<b>Net Impact of All Changes (Fund 1101-126100):</b>					<b>\$0</b>	<b>\$0</b>

## REORGANIZATION AND RECLASSIFICATION OF POSITIONS WITH SALARY ADJUSTMENTS

We are requesting the reclassification and salary adjustment creating a new Supervisor/Chief Accountant position in the District Clerk's Office. The objective of this reorganization and reclassification of position is to improve the accounting processes in the District Clerk's Office. There is an urgent and critical need to implement best accounting practices that ensure statutory responsibilities are met and are completed in a timely and efficient manner.

As a part of the reorganization, the current employee handling supervisory duties in Bookkeeping (Accounting) will step down from the supervisory duties but remain in their current position as Senior Deputy District Clerk/Accounting.

We are requesting to reclassify a current position to Supervisor/Chief Accountant with an annual salary of \$58,562.40. The District Clerk's Office would like to hire Russell Devine, CPA, CIA to fill this position. Mr. Devine is currently working part-time with the Galveston County Auditor's Office.

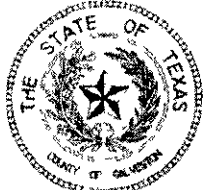
We are requesting to reclassify and adjust the salary of one position, and adjust the salary of a second position. We request that the position of Chief Deputy Clerk-Supervisor/Assistant be reclassified as Director Information Technology Services and that the salary of Chief Executive Officer be adjusted.

We can accomplish these objectives with utilization of approved positions as follows:

1. Pat Trahan will vacate Position #27 (Grade 10N) Deputy District Clerk Family Team with an annual salary of \$37,548. Ms. Trahan will be offered a part-time position without benefits. We will move Mr. Devine into Position #27 with a reclassification to Grade 20-L and adjust the salary to \$58,562.40.
  - Position #99 (currently vacant) with an annual salary of \$13,619 can be combined into Position #27. **We will save the dollars equal to the annual cost of benefits for Position #99.**
  - Robbie Yancy is currently retired and will not be retained vacating Position #97 Senior Deputy District Clerk Part-Time with an annual salary of \$15,794. Combine a portion of the annual salary of Position #97, the amount of \$7,395.40 into Position #27.

Combining the annual salary of Position #27, Position #99, and moving a portion of the salary in the amount of \$7,395.40 from Position #97 will enable us to offer Mr. Devine the position of Supervisor/Chief Accountant with an annual salary of \$58,562.40.

2. The above actions will leave a remaining dollar balance of \$8,398.60. We are requesting to utilize a portion of this remaining balance in the following manner:
  - Re-classify Position #7 (16p) "Chief Deputy Clerk- Supervisor/Assistant" to "Chief Technology Administrator". Adjust to Grade 20-K and adjust the salary to \$57,134.04 annually (increase of \$4,088.04 annually).



COUNTY OF GALVESTON

**CLASSIFICATION TITLE** Chief Technology Administrator  
**DEPARTMENT** District Clerk  
**REPORTS TO** District Clerk and Chief Deputy

DC/3

**PAY GRADE:** 20  
**PAY STEP:** K

**Date Created:** TBD  
**Date Revised:** \_\_\_\_\_

**Approved by** \_\_\_\_\_  
**Approved by** \_\_\_\_\_

**FLSA STATUS** ☒ Exempt ☐ Non-Exempt

**POSITION SUMMARY:** The purpose of this position is to take a leadership role in assessing and implementing technology initiatives of the District Clerk's office. To coordinate, implement, and assist staff to utilize technological tools to accomplish duties in a timely and efficient manner. Work with Information Technology Department and other entities to accomplish common goals and objectives of the District Clerk's office.

#### ESSENTIAL FUNCTIONS

- 1 Supervise and counsel staff in the effective and efficient use of technological tools available to them
- 2 Forecasts needs, requirements and future direction for technology plan across the organization, manage backup, security, and disaster recovery
- 3 Participates in the development and implementation of technological enhancements implemented within the organization
- 4 Performs System Administrator level functions, repairs, and coordinates technical support necessary to accomplish the goals and objectives of the office
- 5 Develop and implement best practices in the use of standard forms and templates utilized within the District Clerk's case management system and other applications used by the District Clerk
- 6 Provides leadership for the assessment of current technology practices and makes recommendations to improve educational technology programs
- 7 Monitor the District Clerk's technology professional development programs and provides direction and oversight in the development of any new or revised programs
- 8 Works collaboratively with department heads and other entities to implement and support District Clerk technological initiatives, programs, and serves as liaison with Information Technology Department
- 9 Develops and provides useful instructional technology practices to enhance the skill level and proficiency in the use of technological tools to accomplish goals and objectives of the organization
- 10 Collaborates with staff to further the integration of technology into the curriculum and establish best practices to guide staff duties and responsibilities
- 11 Provides guidance in professional staff development in the use of technology ensuring all statutory requirements and organizational objectives are met in a timely manner
- 12 Other duties as assigned by the District Clerk or Chief Deputy

#### REQUIRED KNOWLEDGES AND ABILITIES

- Demonstrate an expertise and ability to lead in the field of technology
- Be self assertive and demonstrate the ability to problem solve
- Knowledge of business and management principles involved in strategic planning, resource allocation, leadership technique production methods, and coordination of people and resources
- Be of good moral character
- Have a degree of higher education and a minimum of 2 years experience performing technology related tasks
- Ability to effectively communicate orally and in writing

#### PHYSICAL DEMANDS AND WORKING CONDITIONS

The work is typically performed while sitting, standing, stooping, or walking. Job functions may require the incumbent to distinguish between shades of color and occasionally lift light objects. The employee typically operates in a standard office environment.

#### SUPERVISORY RESPONSIBILITY

This position has direct supervision over assigned Deputy District Clerks

AGENDA

ITEM

#18b

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	District Attorney	Amendment No 11-066-0405-B
Date Submitted	March 25, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for a hiring exception.

This budget amendment does not increase the budget for FY 2011.

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-127100-5100000	Salaries (Position 91)	20,090	
1101-127100-5152102	Medicare	300	
1101-127100-5153000	Pension	1,900	
1101-127100-5154000	Alternate Plan	1,700	
TOTAL - Transfer Amount		\$ 23,990	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-127100-5100000	Salaries (Position 91)	20,090	
1101-127100-5152102	Medicare	300	
1101-127100-5153000	Pension	1,900	
1101-127100-5154000	Alternate Plan	1,700	
TOTAL - Transfer Amount		\$ 23,990	

**ADDITIONAL COMMENTS**

This request is to post a Felony Division Chief position higher than Grade 25E as required under current hiring policies. This position has been posted for two weeks and one application has been received. The District Attorney would like to post this position with a range of 25A - 25N in order to receive more qualified applications for this position. Position 501 was budgeted at grade 25R1 in the 2011 Adopted Galveston County Budget.

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

  
Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 3/30/11  
Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved 4/5/11



**COUNTY OF GALVESTON  
REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	District Attorney	Amendment No 11 066 0405-B
Date Submitted	March 25, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for a hiring exception

This budget amendment does not increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-127100-5100000	Salaries (Position 91)	20,090	
1101-127100-5152102	Medicare	300	
1101-127100-5153000	Pension	1,900	
1101-127100-5154000	Alternate Plan	1,700	
TOTAL - Transfer Amount		\$ 23,990	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No	Line Item		
1101-127100-5100000	Salaries (Position 91)	20,090	
1101-127100-5152102	Medicare	300	
1101-127100-5153000	Pension	1,900	
1101-127100-5154000	Alternate Plan	1,700	
TOTAL - Transfer Amount		\$ 23,990	

**ADDITIONAL COMMENTS**

This request is to post a Felony Division Chief position higher than Grade 25E as required under current hiring policies. This position has been posted for two weeks and one application has been received. The District Attorney would like to post this position with a range of 25A - 25N in order to receive more qualified applications for this position. Position 501 was budgeted at grade 25R1 in the 2011 Adopted Galveston County Budget.

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

*Kathy Branch*  
Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

*Bill C. J.* 3/30/11  
Budget Office Authorization \_\_\_\_\_ Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved \_\_\_\_\_

AGENDA

ITEM

#18c

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	Information Technology	Amendment No 11-067-0405-C
Date Submitted	March 29, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for a hiring exception.

**This budget amendment does not increase the budget for FY 2011**

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No 1101-159100-5100000	Line Item Salaries (Position #44)	-	---
TOTAL - Transfer Amount		\$ -	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No 1101-159100-5100000	Line Item Salaries (Position #44)	-	---
TOTAL - Transfer Amount		\$ -	

**ADDITIONAL COMMENTS**

This request is to hire a Business Services Specialist from another department at 14-C (\$34,867) rather than 14-A (\$33,187) as required under current hiring and transfer policies.

This employee is currently paid 15A (\$34,867). This amendment simply assures that the employee is paid the same once moved to the Information Technology Department. The position was budgeted as a 14-C in the 2011 Adopted Budget.

Departmental Authorization

Date

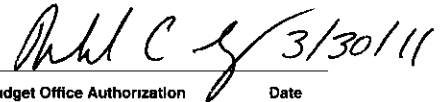


Date

Human Resources Department

Budget Office Authorization

Date

 3/30/11

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_

Auditor's Remarks

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_

Date Approved 4/5/11

AGENDA

ITEM

#18d

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	County Clerk/Elections Division	Amendment No 11-068-0405-D
Date Submitted	March 30, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for election equipment, building improvements and General Fund reimbursement.

This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Election Services Contract Fund 2103-920180-5930000 Comb Tax/Revenue COB Series 2003C 3206-179010-5790100	Line Item Budget Reserves Unallocated Appropriations	 44,920 9,000	  
TOTAL - Transfer Amount		\$ 53,920	

Transfer TO	Account Description	Amount Annualized	Auditor Use Only Acct Balance Sufficient? (Y/N)
Acct No Election Services Contract Fund 2103-114031-5310001 2103-114031-5701401 Comb Tax/Revenue COB Series 2003C 3206-179305-5701001	Line Item Department Supplies Non Capitalized Records/Voting Machines Capital Outlay County Clerk Capital Outlay	 23,920 21,000 9,000	  
TOTAL - Transfer Amount		\$ 53,920	

**ADDITIONAL COMMENTS**

This is a budget request for County Clerk/Elections Division for equipment needed in the Elections Division. The equipment is

From the Election Fund

\$21,000 - Scanner

\$13,500 - BOSS, Ballot Now, Tally, and Servo replacements/backup

\$ 1,800 - Web Development Software

\$ 660 - MBB Card Readers (3)

\$ 600 - External Hard Drive Backups

\$ 350 Wireless Communications Device

From the HAVA Fund

\$ 6,160 - Replacement Batteries

\$ 850 - Mobile Floor Stand

Also, included in this budget request is a request to reimburse the General Fund in full for funds used to purchase election equipment (\$951,068.80) in prior years (2008-2009).

Upon approval of this amendment, the Surplus Election funds in Fund 2103 will be \$191

Upon approval of this amendment, the HAVA funds in Fund 2103 will be \$381,494

The budget request for County Clerk Capital Outlay is for necessary physical and electrical building improvements to the County Clerk - Elections Division Offices in the Justice Center

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

N/A \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Department

Budget Office Authorization  Date \_\_\_\_\_

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Auditor's Remarks

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_ Date Approved 4/5/11

**COUNTY OF GALVESTON**  
**REQUEST FOR BUDGET AMENDMENT/TRANSFER**

Department	County Clerk/Elections Division	Amendment No 11 068-0405-D
Date Submitted	March 30, 2011	(Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION**

Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION**

Budget request for election equipment, building improvements and General Fund reimbursement  
This budget amendment does increase the budget for FY 2011

Transfer FROM	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
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TOTAL Transfer Amount		\$ 53,920	

Transfer TO	Account Description	Amount	Auditor Use Only Acct Balance Sufficient? (Y/N)
		Annualized	
Acct No Election Services Contract Fund 2103-114031-5310001 2103-114031-5701401 Comb Tax/Revenue COB Series 2003C 3206-179305-5701001	Line Item Department Supplies Non Capitalized Records/Voting Machines Capital Outlay County Clerk Capital Outlay	23,920 21,000 9,000	
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From the HAVA Fund

\$ 5,160 - Replacement Batteries

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The budget request for County Clerk Capital Outlay is for necessary physical and electrical building improvements to the County Clerk - Elections Division Office in the Justice Center

Departmental Authorization \_\_\_\_\_ Date 3/31/2011

N/A \_\_\_\_\_ Date \_\_\_\_\_

Human Resources Department

Budget Office Authorization \_\_\_\_\_ Date 4/1/11

**AUDITOR'S REVIEW**

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer

Reviewed by \_\_\_\_\_

Date \_\_\_\_\_

Auditor's Remarks \_\_\_\_\_

**COMMISSIONERS COURT APPROVAL**

Date Submitted \_\_\_\_\_

Date Approved \_\_\_\_\_

AGENDA

ITEM

#19

# GREER, HERZ & ADAMS, L.L.P.

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ATTORNEYS AT LAW

ONE MOODY PLAZA, 18TH FLOOR  
GALVESTON, TEXAS 77550-7998

FAX (409) 766-6424

—  
(409) 797-3200

(281) 480-5278 (HOUSTON)

www.greerherz.com

DEBRA G JAMES

(409) 797-3231 PHONE

(866) 422-1849 FAX

djames@greerherz.com

Galveston Office

BAY AREA HOUSTON OFFICE

2525 SOUTH SHORE BLVD, SUITE 203

LEAGUE CITY TEXAS 77573

FAX (281) 538-3791

March 28, 2011

**HAND DELIVERY**

Mr Harvey Bazaman  
County Attorney  
722 Moody  
Galveston, Texas 77550

RE Lease Agreement between County of Galveston and Galveston Central Appraisal District

Dear Harvey

Enclosed are two partially executed original Lease Agreements between the County of Galveston and the Galveston Central Appraisal District to use a portion of the Galveston County Mid County Annex. Please have both executed by the County Judge and return one fully executed original to me. Please contact me if you have any questions.

Best regards,



Debra G James

DGJ/sh  
Enclosures  
(#260920)

**RECEIVED**

**MAR 28 2011**

**GALVESTON COUNTY  
LEGAL DEPARTMENT**



**A Lease Agreement Between the County of Galveston and the Galveston Central Appraisal District to Use a Portion of the Galveston County Mid County Annex and Related Amenities**

This **Lease Agreement** is made and entered into effective this the 1st day of January, 2012 (subject to Article 3 hereof) It is by and between the **County of Galveston (County)** and the **Galveston Central Appraisal District (CAD)**, both of which are political subdivisions of the State of Texas It is entered into pursuant to **Texas Local Government Code §272.005 and §292.001**. Its purpose is to house the administrative offices and governmental operations of **CAD** in **County's Mid County Annex** located in **Texas City, Texas**.

**Witnesseth:**

1. **The Leased Premises.** (a) **County** hereby demises and leases unto **CAD** that certain space in that portion of the newly constructed **Mid County Annex** located at **9300 Emmet F Lowry Expressway, Texas City, Texas 77591** The space being leased consists of approximately 21,175 square feet that will be exclusively used and occupied by **CAD** for its administrative offices and governmental operations This space is shown on the plat attached hereto as **Exhibit A ("CAD Space")** This **Lease** is for the term, at the rental and upon the provisions hereinafter stated

In addition **CAD** will have the direct and indirect benefit of the use of other improvements owned by **County** that are located upon and within the **Mid County Annex** as well as equipment installed within, or appurtenant to the **Mid County Annex** for the use and benefit of both parties Examples include the Central Chilling Plant common areas and hallways, plumbing, HVAC, roof, building structural elements and the parking lots ("**Common Facilities**")

Collectively, the **CAD Space** and the **Common Facilities** will be called the **Leased Premises**.

(b) **County** will build out the **CAD Space** in accordance with the plans and specifications dated 11/05/10 (date issued for construction) entitled Project No 09-005 Mid County Annex Renovations at 9300 Emmett F Lowry Expressway Texas City, Texas a portion of which plans and specifications are attached hereto as **Exhibit "B"** attached hereto, subject to such modifications as mutually agreed upon by both parties. **County** will also provide for the lobby of the **CAD Space** furniture mutually acceptable to **County** and **CAD** that is of a design compatible with furniture to be provided by **County** for other lobby areas within the **Mid County Annex** (collectively, the plans and specifications and the furniture are hereafter called "**Capital Improvements**") Without limiting the foregoing, the parties also agree that the **Capital Improvements** will include a separate air handler designated solely for the **CAD Space**, and all doors on the perimeter of the **CAD Space** will be outfitted with card readers or other access control devices mutually acceptable to **County** and **CAD**.

(c) **CAD** will be responsible for installation of its own telephones, telephone system and computer cabling to service the **CAD Space**. **CAD** agrees to coordinate the installation of both the telephone system and the computer cabling system with **County**. **CAD** also agrees that the installation will not interfere with **County's** installation of its own telephone system as well as its cabling system, HVAC, plumbing and other items installed by **County** within the **Mid County Annex**.

2. **Designated Representative.** **County's Designated Representative** for all purposes of this **Lease**, except as otherwise specifically stated is its **Chief of Staff**. **CAD'S Designated Representative** for all purposes of this **Lease**, except as otherwise specifically stated, is its **Chief Appraiser**. Either party may change its Designated Representative upon written notice being given to the other party.

3. **Term of Lease.** The primary term of this **Lease** shall be for a period of twenty (20) years, beginning on the effective date (January 1, 2012) and ending on the day before the twentieth (20<sup>th</sup>) anniversary of the effective date unless sooner terminated or extended as provided in this **Lease**. It is provided, however, that should the **Capital Improvements** be substantially completed and ready for occupancy prior to January 1, 2012, **CAD** may use and occupy the **Leased Premises** between the time of such completion and January 1, 2012, but **Base Rent** and **Improvement Rent** will not commence until January 1, 2012.

4. **Purpose.** The **Leased Premises** shall be used for housing the administrative offices and the governmental operations of **CAD**. No other use of the **Leased Premises** shall be permitted other than the rights herein specifically granted, unless consent to such use is obtained in writing from **County**.

5. **Base Rent.** **County** will charge **CAD** a monthly Base Rent beginning on January 1, 2012. This rent will be sufficient to recover **CAD'S** pro rata costs for the operation and maintenance of the **Leased Premises**. Such costs shall include but not be limited to heating, air conditioning, electricity, gas, water and sewer, fire, flood and windstorm insurance (insurance expenses being limited to that covering the **Leased Premises**), mechanical work, general and routine maintenance of the building and grounds, and upkeep of the **Leased Premises** (excluding telephones, computer cabling, internet and janitorial, which **CAD** shall provide for the **CAD Space**).

The parties agree they do not currently have an accurate figure of what will comprise the monthly **Base Rent**, and will not have any data on which to calculate said amount until the **Leased Premises** has been occupied for twelve months.

The parties have agreed on a good faith estimate and accordingly they agree that for the first 12 months of occupancy **CAD** shall pay the amount of \$13,012.04 per month as Base Rent, representing the 21,175 square feet of CAD Space multiplied by \$0.6145

No later than October 31, 2012 **County's County Auditor** shall determine the actual initial monthly **Base Rent** attributable to **CAD** using the actual cost data available. In addition, the **County's County Auditor** will advise **CAD** of the actual cost incurred by **County** for the purchase of the lobby furniture purchased by **County** for **CAD'S** lobby. The **County Auditor** shall make available for inspection the supporting data to allow **CAD** to verify his determination, which verification **CAD** shall complete within 14 days of the presentation of the data. In the event of disagreement **CAD** may meet with the **County Auditor** to present specific items of concern and the parties will use their best efforts to reconcile their disagreement. But, should the parties be unable to reconcile their differences, they will jointly retain the services of a third party auditor to make a final determination of the monthly **Base Rent**, and split equally the cost of the third party auditor.

If the determination of the **County Auditor** shows the monthly **Base Rent** paid for the initial period was insufficient, **CAD** will, if funds are available, pay the difference for the months of January 1, 2012 through October 31, 2012 by no later than December 31, 2012 and **CAD** will increase its monthly **Base Rent** for the months of November, 2012 and December, 2012 to reflect the actual monthly **Base Rent** due. Notwithstanding the foregoing, since **CAD** prepares its annual budget in May of each year for January through December of the then succeeding calendar year, and may therefore not have funds available within its budget for such Base Rent cost overruns, it is agreed that if **CAD** does not have funds available to pay such amounts in the then current year, **CAD** may extend the time for payment thereof by increasing the monthly **Base Rent** amount in the next annual budget by an amount equal to 1/12<sup>th</sup> of such shortfall for that next budget year. If

CAD desires to extend the time for payment, **CAD** agrees to pay **County** interest on such extended payment amounts at a rate equal to higher of the **County's** weighted average referred to in Article 6 hereof or the interest that otherwise would have been received by **County** if the funds were on deposit in **County's** Main Depository Bank. If the determination of the **County Auditor** shows the monthly **Base Rent** paid exceeded the actual costs, **County** will pay **CAD** such difference by no later than December 31, 2012 and **CAD** will decrease its monthly **Base Rent** for the months of November, 2012 and December, 2012 to reflect the actual monthly **Base Rent** due.

The parties further agree that based on the actual initial monthly **Base Rent** attributable to **CAD** the monthly **Base Rent** for the year beginning January 1, 2013 will be the amount determined by the **County Auditor** by October 31, 2012. This **Base Rent** for calendar year 2013 year will be adjusted accordingly, will take effect on January 1<sup>st</sup> of 2013 and will remain the same for the following 12 months. In addition, by no later than October 31<sup>st</sup> of each successor year the monthly **Base Rent** of each successor year will be determined as described above, verified, appropriately adjusted for the month of November and December of that year and payment or reimbursement will be forthcoming by no later than December 31<sup>st</sup> of each year.

This formula for the determination and payment of the **Base Rent** will continue year after year throughout the primary term of this **Lease** and each renewal thereof.

Except as otherwise provided in this **Lease Agreement**, each **Base Rent** payment made by **CAD** will be made by the 10<sup>th</sup> day of each and every month. Payments more than thirty (30) days in arrears are overdue and overdue payments bear interest at the rate of one percent (1%) per month as is provided in what is commonly referred to as the Texas Prompt Payment Act.

6. **Improvement Rent.** The **County** will construct the **Capital Improvements** for and at the special request of **CAD**. The cost of construction and **CAD** furniture acquisition of the **Mid County Annex** improvements inclusive of **CAD Capital Improvements** is shown on **Exhibit "C"** attached hereto **CAD'S Capital Improvements** will be paid for by the past issuance of **County** debt with interest at a weighted average of 3 2422% As a component of the rental payments under this **Lease Agreement** and in addition to the **Base Rent** specified in paragraph 5, **CAD** agrees to pay **County** the total sum of \$1,229,559 60 representing 16 806% multiplied by the total construction and furniture acquisition costs on the budget attached hereto as **Exhibit "C"**, less items thereon which are unique to another occupant of the **Mid County Annex ("Improvement Debt")** to reimburse **County** for the cost of construction and furniture acquisition of the **Capital Improvements** **CAD** agrees to make these payments in January, April, July and October of each year for twenty (20) years Each payment will be in the amount of \$15,370 00 beginning April, 2012 and each payment will be made quarterly thereafter until such costs have been fully paid

Each **Improvement Rent** payment made by **CAD** will be made by the 10<sup>th</sup> day of each and every month in which it is due Payments more than 30 days in arrears are overdue Overdue payments bear interest at the rate of one percent (1%) per month as is set forth in what is commonly called the Texas Prompt Payment Act

The parties further agree that **CAD** may make prepayments on the \$1,229,559 60 **Improvement Debt** in multiples of \$100,000 each If **CAD** desires to make such a prepayment, the prepayment will be made in January, April, July and October In addition, the parties will renegotiate the amount of future quarterly

payments to be made by **CAD** at the time of such prepayment. But, under no circumstances will the life of this debt be extended

7. **Furniture.** Each party purchased furniture, computers (including hardware and software) and other equipment that will be used by them in the **Leased Premises**. In addition, **County** purchased lobby furniture for **CAD**. The parties currently estimate that the cost of **CAD'S** lobby furniture will be \$40,000. The actual cost of this furniture will be determined when **County's County Auditor** makes his determination of the initial Base Rent in October of 2012 as heretofore set forth in Article 5. If the cost of **CAD'S** lobby furniture exceeds \$40,000, **CAD** will reimburse **County** for such overage as and when it makes its payments as set forth in Article 5. But if the cost of **CAD'S** furniture is less than \$40,000, **County** will credit **CAD** for the difference of the actual cost of the furniture and \$40,000 at such time **County's County Auditor** makes his determination of the initial Base Rent in October of 2012. Each party will be fully responsible for the maintenance of its furniture and for the furniture bought on its behalf, and their computers and other equipment.

8. **Commitment of Current Revenue.** **CAD** agrees to use its best efforts to annually obtain and appropriate funds from any source available to it for the payment of its obligations under this Agreement.

9. **Termination for Lack of Funding.** The obligations of **CAD** to make its **Base Rent** and **Improvement Rent** payments under this Agreement are subject to annual appropriation and receipt by **CAD** of funds that are lawfully available to it from all possible sources of revenue as is provided in the Texas Tax Code and other sources. If **CAD**, after using its best efforts, fails to make such an appropriation or to receive adequate funds prior to an upcoming fiscal period of **CAD** for the payments scheduled in such fiscal period, **CAD** may terminate this Agreement by

providing written notice of such termination to **County** not less than 180 days prior to the first day of any fiscal period of **CAD** during which payments are scheduled. Upon any such termination of this Agreement, all of **CAD'S** right, title and interest in and to its obligations under this **Lease Agreement** shall terminate effective on the last day of the last fiscal period of **CAD** for which such an appropriation was made.

**10. Termination for Other Reasons.** If **CAD** is legislatively dissolved or if the **Leased Premises** are substantially destroyed by fire or by natural disaster and **County** decides not to expeditiously commence to repair or reconstruct the damages and advises **CAD** of its decision, all of **CAD'S** right, title and interest in and to its obligations under this **Lease Agreement** shall terminate effective on receipt of such notification from **County**.

**11. Subsequent Major Modifications or Improvements Solely for the Use of CAD.** If, during the initial term of this **Lease Agreement** or any renewals or extensions thereof, **CAD** desires to undertake or to request **County** to undertake to make major modifications, alterations, additions or improvements ("**Modifications**") to the **Leased Premises** that are solely for its benefit **CAD** may, upon prior written approval of **County**, which approval will not unreasonably be withheld, make or request **County** to undertake to make on **CAD'S** behalf such **Modifications** it deems desirable at **CAD'S** sole expense provided that

- a) Such **Modifications** do not diminish the value or utility of the **Leased Premises** or change the use thereof
- b) such **Modifications** (including plans and specifications relating thereto) meet with the prior written approval of **County** which **County** agrees not to unreasonably withhold, delay or condition,



- c) if **CAD** desires to make the **Modifications** itself, it will comply with the provisions of Texas Local Government Code Chapter 271, Texas Government Code Chapters 2253 and 2258 and §6 051 of the Texas Tax Code;
- d) if **CAD** desires **County** to make the **Modifications** **County** shall have 30 days from the date of its receipt of **CAD'S** written request for **Modifications** within which to notify **CAD** of **County's** election to make or not make the Modifications. If **CAD** has not received such notification from **County** by such time, **County** will be deemed to have elected not to make the **Modifications**. In addition, **CAD**, understands that if **County** agrees to make the **Modifications** that **County** must comply with the provisions of Texas Local Government Code Chapter 271 and Texas Government Code Chapters 2253 and 2258,
- e) if such **Modifications** increase the operation and maintenance expense of the **Leased Premises** **CAD** will be solely responsible for such increased costs and will make monthly payments of such increased cost as part of its **Base Rent** payments,
- f) **County**, if it elects not to make the **Modifications**, will be able to inspect such **Modifications** during construction to help ensure that construction is in accordance with the pre-approved plans and specifications and to require the correction of any noted deficiency,
- g) **County** is furnished with a hard copy and a reproducible electronic copy of the "as-built" plans and specifications upon completion of the **Modifications**, and
- h) the **Modifications** erected or placed upon the **Leased Premises** by **CAD** shall, upon completion, belong to and remain the property of **County**.

**12. Subsequent Major Capital Repairs and Improvements for the Use of Both Parties.** From time to time during the initial term of this **Lease Agreement** and/or

renewal periods, the need will arise for either capital repairs or the construction of other improvements for the use of both parties. Examples include the replacement of technology, telephone and other communication upgrades and, as the population of both **CAD** and **County** grows, possible expansion or necessary modification mutually beneficial for the use of both parties of the **Mid County Annex**.

The parties agree that they will use reasonable efforts to collectively and expeditiously assess the need for major capital repairs and additional improvements that will be required or desired for the use and benefit of both parties as and when the need or desire occurs. They further agree that they will use reasonable efforts to prepare mutually acceptable plans and specifications for such repairs and improvements and allocate the cost and payment schedule of same among themselves in a mutually acceptable manner.

**13. Effective Date of Lease Agreement.** The effective date of this **Lease Agreement** is the date shown in the introductory paragraph of this **Lease Agreement** subject to Article 3 hereof.

**14. Option Extension.** **CAD** shall have the option, in the manner hereinafter provided, to extend the term of this **Lease Agreement** for three (3) terms of five (5) years each. It shall be deemed that **CAD** has exercised the option to renew and extend this **Lease Agreement** for the renewal terms described above, unless **CAD** notifies **County** in writing ninety (90) days prior to the expiration of the immediately preceding primary or renewed and extended term(s) that **CAD** will not exercise its option to renew and extend **CAD'S** term of this **Lease Agreement** beyond the expiration of the then current primary or renewal term, whichever the case may be.

15. **CAD'S Covenants.** This **Lease Agreement** is made upon the following additional express conditions and limitations, each of which **CAD** covenants will be observed and performed throughout the term of this **Lease Agreement** and any extension thereof, and violation of any covenant thereof followed by written notice so declaring given by **County's Designated Representative**, if not cured within sixty (60) days of such notice, shall give **County** the option to terminate this **Lease Agreement**

- (a) the premises hereby leased shall be used and occupied by **CAD** for the transaction of its above stated purpose(s) and for no other,
- (b) **CAD** will pay each **Base Rent** and **Improvement Rent** payment at the time and in the amounts aforesaid,
- (c) without the prior written consent of **County**, neither this **Lease Agreement** nor any part thereof shall be assigned, nor shall any right or interest thereto or therein be conferred on or vested in anyone, other than **CAD**, without such prior consent, whether by operation of law or otherwise, nor shall **CAD** let, sublet, underlet or permit the **Leased Premises**, or any part thereof, without such prior written consent of **County**, however such prior written consent of the **County** shall not be unreasonably delayed or denied,
- (d) **CAD** will conform to such reasonable regulations which may be established from time to time by **County** for the general convenience and/or protection of all of the occupants of the **Mid County Annex**, as long as such regulations do not unreasonably interfere with the administration and services of **CAD** and do not unreasonably increase the cost to **CAD** of use of the **Leased Premises**

- (e) **CAD** shall not erect any signs on the **Leased Premises** or in the vicinity thereof without obtaining the advance written approval of **County** which approval will not be unreasonable withheld, delayed or conditioned,
- (f) **CAD** will not permit any liens or claims to be attached to or asserted against the **Leased Premises** or the **Mid-County Annex**,
- (g) **CAD** agrees, at its expense, to obtain and maintain during the initial term of the **Lease Agreement** and any renewal or extension thereof, a policy or policies of Workers' Compensation insurance covering all of the employees of **CAD** who work in or report to work to the **CAD Space**,
- (h) **CAD** will not commit waste upon, remove or voluntarily destroy any improvements located within the **Leased Premises** unless to reconstruct other **County** pre-approved improvements that will at all times meet the requirements of **County**;
- (i) **CAD** will not keep any explosive or hazardous waste materials on the **Leased Premises**, conduct any offensive occupation thereon, or operate any machinery thereon that may injure and person or cause environmental or other damage to the **Mid County Annex**;
- (j) **CAD** shall cooperate fully with **County** at no expense to **CAD** other than usual and customary expenses incurred by **CAD**, e g personnel and office equipment costs in order to obtain the largest possible recovery of insurance proceeds and agrees to execute any and all consents and other instruments and to take such other action as may be necessary or proper in order to effectuate the same and to cause such insurance proceeds to be paid as herein above provided,

- (k) **CAD** intends to purchase third party liability insurance coverage in such amounts as it deems prudent. **CAD** agrees that any insurance polic(ies) it will procure will contain a provision that waives any right of recovery against **County** for loss or damage to persons or property including, but not limited to, the extent that **CAD** is insured by a valid policy or policies of insurance issued by an insurance company licensed to do business in the State of Texas. **CAD** further agrees that no insurance company or companies with which **CAD** maintains any insurance in force and effect with respect to the contents of the **Leased Premises** shall be subrogated to any claim of **CAD** hereto against **County**. **CAD** will be responsible for obtaining and maintaining such insurance on its **CAD** owned vehicles as it desires,
- (l) **CAD** shall maintain in tenantable condition the **CAD Space** and, at the expiration or other termination of this **Lease Agreement** shall surrender the **Leased Premises** and fixtures and other improvements in as good condition as reasonable use will permit,
- (m) that all injury to the **Mid County Annex** caused by moving the property of **CAD** in or out of said building, and all breakage or any other injury done by **CAD**, or its agents, employees or invitees, whether authorized or unauthorized by **CAD**, as well as any damage caused by the overflow or escape of water, steam, gas, electricity or other substance caused by **CAD** employees or their agents shall be repaired by **County**, at the expense of **CAD**. The reasonable cost thereof shall be payable to **County** within 30 days of presentation to **CAD** of a bill for the same,

- (n) **CAD** will permit **County**, at all reasonable times, upon reasonable prior notice to **CAD'S Designated Representative** to enter upon and examine, (along with **CAD** representatives) the **Leased Premises** for the purposes of inspection and any repairs which **County** deems necessary for the protection of the building and **Leased Premises**. This does not preclude **County** from entering **CAD Space** without prior notice to **CAD'S Designated Representative** in the event of an emergency situation provided that notice will be given by **County** to **CAD** as soon as is reasonably practicable under the circumstances;
- (o) **CAD** covenants and agrees to comply with all valid laws, ordinances, rules and regulations now or hereafter made by any governmental authority having jurisdiction on the **Leased Premises** respecting fire, cleanliness, health and safety, and
- (p) **CAD** shall be responsible for keeping its telephone system, furniture and computers(including applicable hardware and sofeware) and other personal property belonging to **CAD**, insured against loss, damage and destruction by flood, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance commonly referred to as "flood insurance", "windstorm and hail" and "fire and extended coverage" **CAD** will seek to but not guarantee that it will maintain such insurance in an amount not less than 100% of the then full replacement value of the furniture and computers

16. **County's Covenants.** County covenants with **CAD** as follows

- (a) **CAD**, as long as all rental payments are made and all other terms and conditions of this Agreement are complied with, shall peaceably hold and enjoy the **CAD Space** and be allowed to have the direct and indirect benefit of the **Common Facilities**;
- (b) **County** shall make available for **CAD** the necessary services for the operation and maintenance of the **Leased Premises**, including but not limited to plumbing, water, sewer, electricity, heating, air-conditioning, mechanical work and general upkeep of the **Leased Premises**;
- (c) **County** shall provide janitorial and routine maintenance service for the **Common Facilities** and shall maintain the **Common Facilities** in good working order and condition,
- (d) **County** covenants and agrees to comply with all valid laws, ordinances, rules and regulations now or hereafter made by any governmental authority having jurisdiction on the **Leased Premises** respecting fire, cleanliness, health and safety,
- (e) **County** shall be responsible for keeping the **Leased Premises** as well as the remainder of the **Mid County Annex** and all additions thereto, and replacements thereof and contents therein, with the exception of furniture, telephones, computers (and associated hardware and software) and other personal property owned by **CAD**, insured against loss, damage and destruction by flood, windstorm, fire and such other hazards as are covered by and protected against under policies of insurance

commonly referred to as "flood insurance", "windstorm and hail" and "fire and extended coverage" **County** will seek to but not guarantee that it will maintain such insurance in an amount not less than 100% of the then full replacement value of the **Leased Premises** as well as the rest of the **Mid County Annex**. The policies of insurance shall be carried in good and responsible companies authorized to do business in the state of Texas and the proceeds of all insurance shall be payable to **County**; and

- (f) that in the event the **Leased Premises** hereunder or any part thereof shall at any time during the term hereof be damaged by storm, fire or other such casualty, so as to be unfit for use and occupancy, the monthly **Base Rent** payment provided herein or a just and proportionate part hereof, according to the nature and extent of the damage sustained shall be abated until the said **Leased Premises** shall have been duly repaired and restored, to the same or substantially same pre-disaster condition, by **County** at which time it will resume. In addition, the **Improvement Rent** or a just and proportionate part hereof, according to the nature and extent of the damage sustained, shall be delayed until the said **Leased Premises** shall have been duly repaired and restored to the same or substantially same pre-disaster condition, by **County** at which time it will resume. In addition, the primary, or, if applicable, the renewal term of this **Lease** will be extended to correspond with the length of time required by **County** to complete the repairs so that **CAD** may reoccupy the **Leased Premises** **County**



further agrees that should it desire to make such repairs, it will utilize, to the extent necessary, all proceeds of insurance it receives as a result of claims it files with the appropriate insurance company to restore the **Leased Premises** to the same or substantially pre-disaster condition. Alternatively, in case the **Leased Premises** shall be substantially destroyed by storm, fire or other casualty, then, as heretofore set forth in Article 10, at the decision of **County**, this **Lease** may be terminated and **CAD** shall be relieved of all obligations under this **Lease**.

**17. Parking.** No designated parking spaces will be available for **CAD** employees. Rather, such employees as well as **CAD** visitors to the **Leased Premises** may park in general public parking lots on a first come first serve basis.

**18. Notice of Claims.** Each party will give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either **CAD** or **County** relating to the **Leased Premises** or the operation thereof, and all such parties shall have the right to participate in the defense of any such claim to the extent of their respective interest.

**19. Default by CAD** In the event of a material breach of any of the terms, conditions and/or covenants on **CAD'S** part to be kept or performed hereunder, **County** may make written demand upon **CAD** to remedy such breach. In the event, that **CAD** fails to remedy such breach within sixty (60) days of such notice, **County** may, while the default shall continue and notwithstanding any license or waiver of any prior breach by **CAD**, without notice or demand, enter upon the premises and thereby terminate this **Lease Agreement** and thereupon expel and remove **CAD** and **CAD'S** effects all without waiving any rights or remedies of **County** at equity or at law against **CAD**. Notwithstanding the foregoing, it is agreed that if the breach is of a nature that cannot

reasonably be expected to be cured within such 60 day period, **CAD** shall have a reasonable time beyond such 60 day period within which to complete the cure of such breach so long as **CAD** commences to cure such breach within such 60 day period and cures such breach as soon as is reasonable under the circumstances

**20. Default by County** In the event of a material breach of any of the terms hereof by **County**, **CAD** may make written demand upon **County** to remedy such breach. In the event such breach is not remedied within sixty (60) days, **CAD** may terminate this **Lease Agreement** and shall have no further obligations hereunder. Notwithstanding the foregoing, it is agreed that if the breach is of a nature that cannot reasonably be expected to be cured within such 60 day period, **County** shall have a reasonable time beyond such 60 day period within which to complete the cure of such breach so long as **County** commences to cure such breach within such 60 day period and cures such breach as soon as is reasonable under the circumstances

**21. General Clauses.** All references to the parties of this **Lease Agreement** and all covenants, conditions and agreements of this **Lease Agreement** shall apply to and be binding upon the parties and their respective legal representatives, successors and assigns (when assignment is made in accordance with the provisions hereof) as if they were in each case fully named and stated. In this **Lease Agreement**, either party may be referred to in the singular, plural and/or neuter gender. However, such words and all other terms and words used in this **Lease Agreement**, regardless of the number and gender in which they are used, shall be deemed and construed to include any number (singular and plural) and any other gender (masculine, feminine and neuter) as the sense of the writing herein may require number and gender.

All notices to **County** shall be sent by certified or registered mail at the following addresses

**County of Galveston  
County Judge  
County Courthouse  
722 Moody, 2<sup>nd</sup> Floor  
Galveston, TX 77550**

with a copy to

**Director, County Legal  
County Courthouse  
722 Moody, 5<sup>th</sup> Floor  
Galveston, Texas 77550**

All notices to **CAD** shall be sent by certified or registered mail at the following address

**Chief Appraiser  
Galveston Central Appraisal District  
9300 Emmet F. Lowry Expressway  
Texas City, Texas 77591**

with a copy to

**Greer, Herz & Adams, LLP  
One Moody Plaza, 18<sup>th</sup> Floor  
Galveston, Texas 77550**

or at such other address as either party may from time to time designate by written notice to each other

This **Lease Agreement** is made under the applicable laws of the State of Texas, and if any term, clause, provision, part or portion of this **Lease Agreement** shall be adjudged invalid or illegal for any reason, the validity of any other part or portion of this **Lease Agreement** shall not be affected thereby, and the invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written

Any dispute that arises between the parties that is not mutually resolved must be submitted to mediation or, in the event of a dispute over the **Base Rent**, as provided in Article 5 above, a mutually agreed upon third party auditor prior to the institution of any litigation


Any and all provisions and clauses in this **Lease Agreement** can be amended or deleted by the parties only by mutual agreement and any such change shall be in writing and attached to this **Lease Agreement** as an addendum

This **Lease Agreement** contains the entire agreement between the parties relating to their rights and obligations under this **Lease Agreement**. A prior agreement, promise, negotiation, or representation not expressly set forth in this **Lease Agreement** has no force or effect. An official representative, employee, or agent of either party does not have authority to modify or amend this **Lease Agreement** except pursuant to specific authority to do so granted by their governing body which is the **Commissioners' Court** for the **County** and the **Board of Directors** for **CAD**.

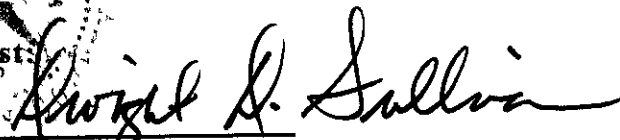
This **Lease Agreement** is intended to inure only to the benefit of **County** and **CAD**. This **Lease Agreement** is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

Executed this 5th day of April, 2011.

County of Galveston

  
Mark Henry  
County Judge

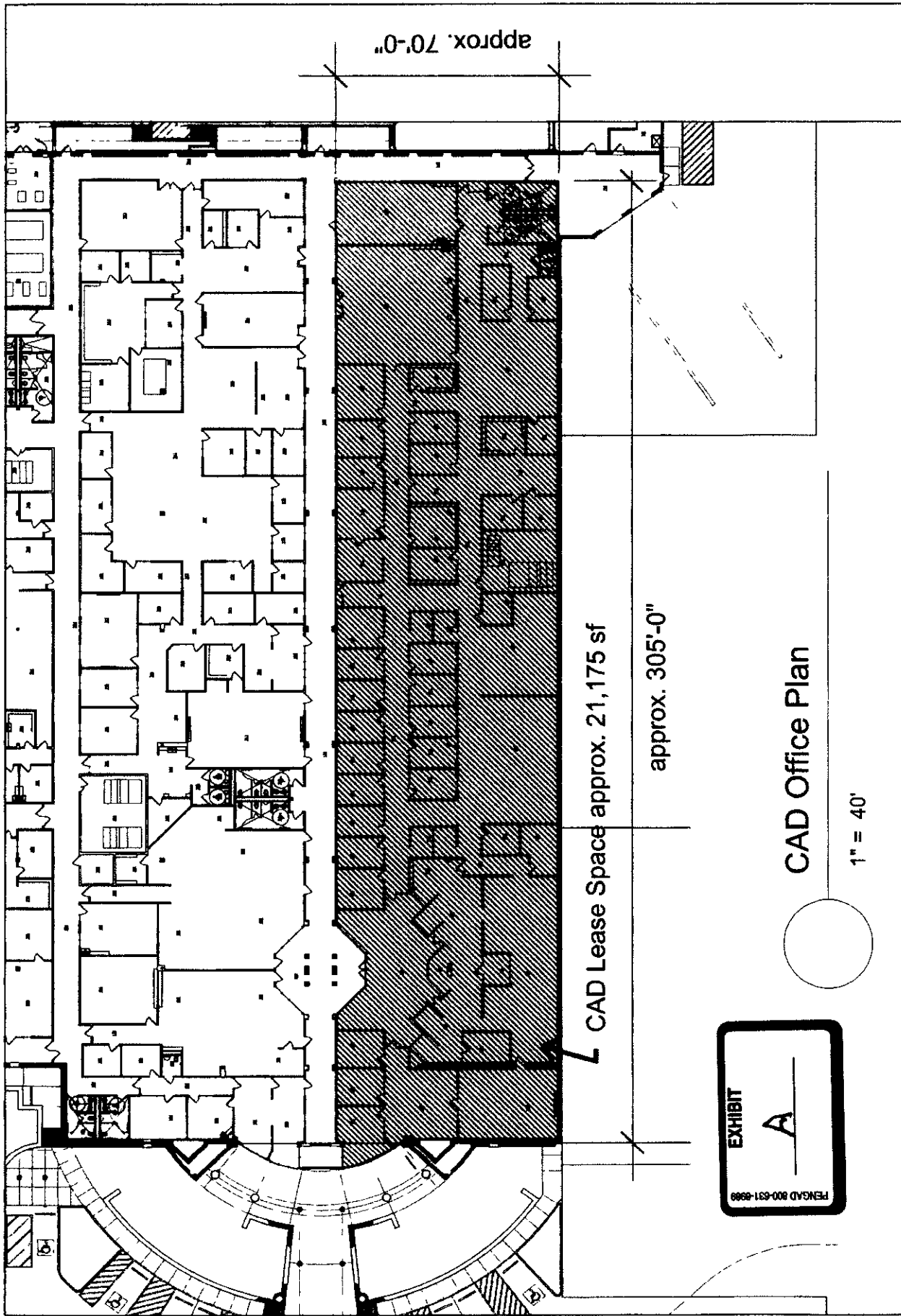


Attest:  
  
Dwight D. Sullivan  
County Clerk

Galveston Central  
Appraisal District

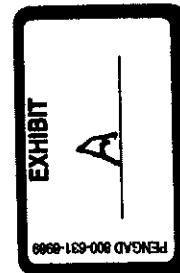
  
Ken Wright  
Chief Appraiser

Depts/Facilities/Central Appraisal District WalMart Lease Final Draft Six, March 25, 2011



CAD Office Plan

1" = 40'

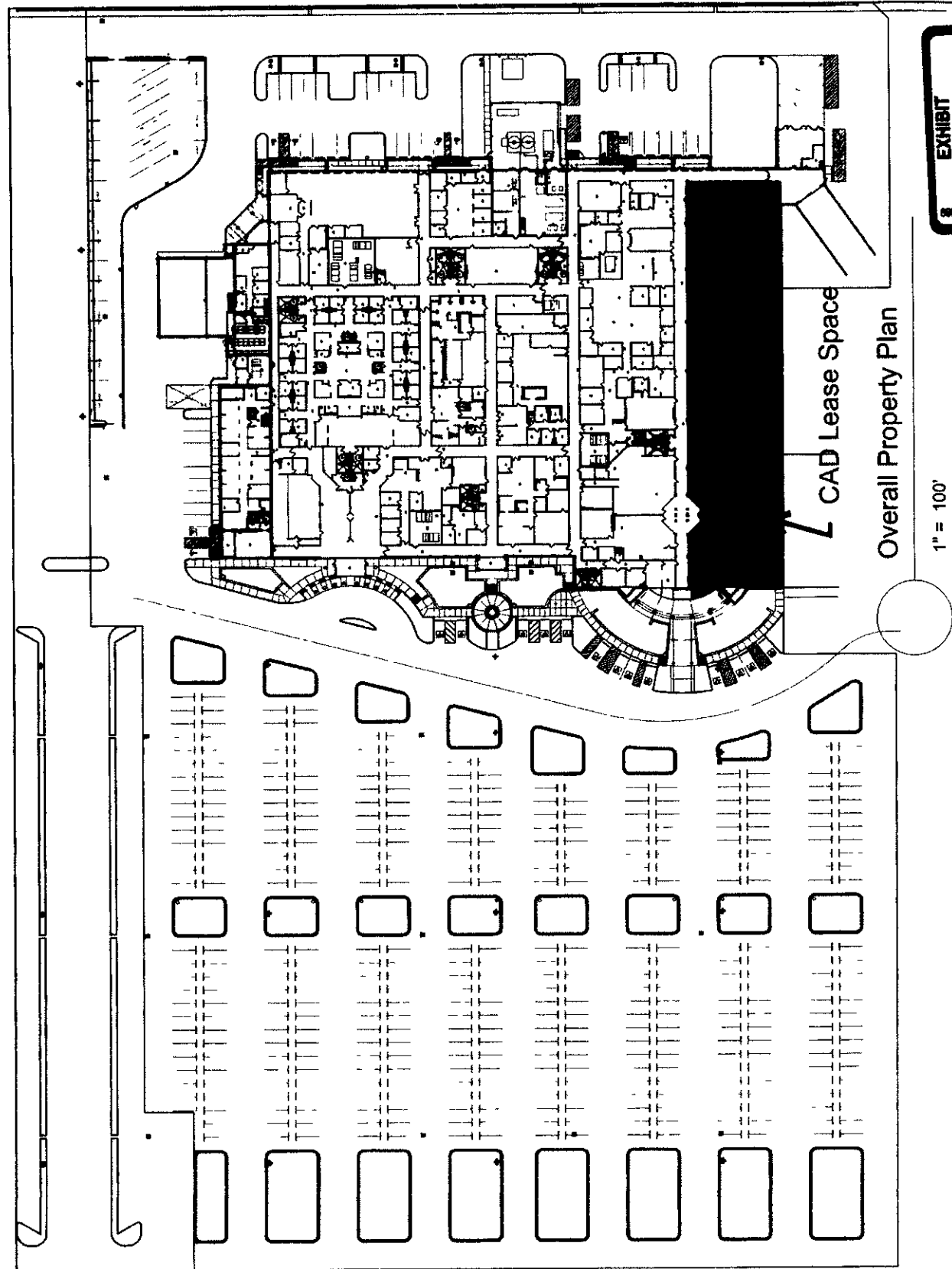


# Mid County Annex

9300 Palmer Highway Texas City, Texas

January 20, 2011

Exhibit A 1



EXHIBIT

A

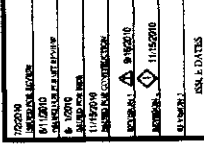
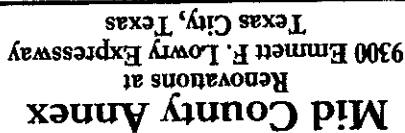
PEBGAD 900-831-8888

# Mid County Annex

9300 Palmer Highway Texas City, Texas

January 20, 2011

Exhibit A 2



G1.0

THESE 4 LOGS

PROJECT NO 09-005

## INDEX OF DRAWINGS

GENERAL INFORMATION		ARCHITECTURAL (CONT.)		MECHANICAL (CONT.)		ELECTRICAL (CONT.)	
610	AREA OF FINISHES	A10.1	GENERAL NOTES	A10.1	GENERAL PLAN	E10.1	MECHANICAL / V PLUMB SECTION A
611	AREA OF FINISHES	A10.2	GENERAL NOTES	A10.2	GENERAL PLAN	E10.2	MECHANICAL / V PLUMB SECTION B
612	AREA OF FINISHES	A10.3	GENERAL NOTES	A10.3	GENERAL PLAN	E10.3	MECHANICAL / V PLUMB SECTION C
613	AREA OF FINISHES	A10.4	GENERAL NOTES	A10.4	GENERAL PLAN	E10.4	MECHANICAL / V PLUMB SECTION D
614	AREA OF FINISHES	A10.5	GENERAL NOTES	A10.5	GENERAL PLAN	E10.5	MECHANICAL / V PLUMB SECTION E
615	AREA OF FINISHES	A10.6	GENERAL NOTES	A10.6	GENERAL PLAN	E10.6	MECHANICAL / V PLUMB SECTION F
616	AREA OF FINISHES	A10.7	GENERAL NOTES	A10.7	GENERAL PLAN	E10.7	MECHANICAL / V PLUMB SECTION G
617	AREA OF FINISHES	A10.8	GENERAL NOTES	A10.8	GENERAL PLAN	E10.8	MECHANICAL / V PLUMB SECTION H
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619	AREA OF FINISHES	A10.10	GENERAL NOTES	A10.10	GENERAL PLAN	E10.10	MECHANICAL / V PLUMB SECTION J
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623	AREA OF FINISHES	A10.14	GENERAL NOTES	A10.14	GENERAL PLAN	E10.14	MECHANICAL / V PLUMB SECTION N
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720	AREA OF FINISHES	A11.11	GENERAL NOTES	A11.11	GENERAL PLAN	E11.11	MECHANICAL / V PLUMB SECTION DG
721	AREA OF FINISHES	A11.12	GENERAL NOTES	A11.12	GENERAL PLAN	E11.12	MECHANICAL / V PLUMB SECTION DH
722	AREA OF FINISHES	A11.13	GENERAL NOTES	A11.13	GENERAL PLAN	E11.13	MECHANICAL / V PLUMB SECTION DI
723	AREA OF FINISHES	A11.14	GENERAL NOTES	A11.14	GENERAL PLAN	E11.14	MECHANICAL / V PLUMB SECTION DJ
724	AREA OF FINISHES	A11.15	GENERAL NOTES	A11.15	GENERAL PLAN	E11.15	MECHANICAL / V PLUMB SECTION DK
725	AREA OF FINISHES	A11.16	GENERAL NOTES	A11.16	GENERAL PLAN	E11.16	MECHANICAL / V PLUMB SECTION DL
726	AREA OF FINISHES	A11.17	GENERAL NOTES	A11.17	GENERAL PLAN	E11.17	MECHANICAL / V PLUMB SECTION DM
727	AREA OF FINISHES	A11.18	GENERAL NOTES	A11.18	GENERAL PLAN	E11.18	MECHANICAL / V PLUMB SECTION DN
728	AREA OF FINISHES	A11.19	GENERAL NOTES	A11.19	GENERAL PLAN	E11.19	MECHANICAL / V PLUMB SECTION DO
729	AREA OF FINISHES	A11.20	GENERAL NOTES	A11.20	GENERAL PLAN	E11.20	MECHANICAL / V PLUMB SECTION DP
730	AREA OF FINISHES	A11.21	GENERAL NOTES	A11.21	GENERAL PLAN	E11.21	MECHANICAL / V PLUMB SECTION DQ
731	AREA OF FINISHES	A11.22	GENERAL NOTES	A11.22	GENERAL PLAN	E11.22	MECHANICAL / V PLUMB SECTION DR
732	AREA OF FINISHES	A11.23	GENERAL NOTES	A11.23	GENERAL PLAN	E11.23	MECHANICAL / V PLUMB SECTION DS
733	AREA OF FINISHES	A11.24	GENERAL NOTES	A11.24	GENERAL PLAN	E11.24	MECHANICAL / V PLUMB SECTION DT
734	AREA OF FINISHES	A11.25	GENERAL NOTES	A11.25	GENERAL PLAN	E11.25	MECHANICAL / V PLUMB SECTION DU
735	AREA OF FINISHES	A11.26	GENERAL NOTES	A11.26	GENERAL PLAN	E11.26	MECHANICAL / V PLUMB SECTION DV
736	AREA OF FINISHES	A11.27	GENERAL NOTES	A11.27	GENERAL PLAN	E11.27	MECHANICAL / V PLUMB SECTION DW
737	AREA OF FINISHES	A11.28	GENERAL NOTES	A11.28	GENERAL PLAN	E11.28	MECHANICAL / V PLUMB SECTION DX
738	AREA OF FINISHES	A11.29	GENERAL NOTES	A11.29	GENERAL PLAN	E11.29	MECHANICAL / V PLUMB SECTION DY
739	AREA OF FINISHES	A11.30	GENERAL NOTES	A11.30	GENERAL PLAN	E11.30	MECHANICAL / V PLUMB SECTION DZ
740	AREA OF FINISHES	A11.31	GENERAL NOTES	A11.31	GENERAL PLAN	E11.31	MECHANICAL / V PLUMB SECTION EA
741	AREA OF FINISHES	A11.32	GENERAL NOTES	A11.32	GENERAL PLAN	E11.32	MECHANICAL / V PLUMB SECTION EB
742	AREA OF FINISHES	A11.33	GENERAL NOTES	A11.33	GENERAL PLAN	E11.33	MECHANICAL / V PLUMB SECTION EC
743	AREA OF FINISHES	A11.34	GENERAL NOTES	A11.34	GENERAL PLAN	E11.34	MECHANICAL / V PLUMB SECTION ED
744	AREA OF FINISHES	A11.35	GENERAL NOTES	A11.35	GENERAL PLAN	E11.35	MECHANICAL / V PLUMB SECTION EE
745	AREA OF FINISHES	A11.36	GENERAL NOTES	A11.36	GENERAL PLAN	E11.36	MECHANICAL / V PLUMB SECTION EF
746	AREA OF FINISHES	A11.37	GENERAL NOTES	A11.37	GENERAL PLAN	E11.37	MECHANICAL / V PLUMB SECTION EG
747	AREA OF FINISHES	A11.38	GENERAL NOTES	A11.38	GENERAL PLAN	E11.38	MECHANICAL / V PLUMB SECTION EH
748	AREA OF FINISHES	A11.39	GENERAL NOTES	A11.39	GENERAL PLAN	E11.39	MECHANICAL / V PLUMB SECTION EI
749	AREA OF FINISHES	A11.40	GENERAL NOTES	A11.40	GENERAL PLAN	E11.40	MECHANICAL / V PLUMB SECTION EJ
750	AREA OF FINISHES	A11.41	GENERAL NOTES	A11.41	GENERAL PLAN	E11.41	MECHANICAL / V PLUMB SECTION EK
751	AREA OF FINISHES	A11.42	GENERAL NOTES	A11.42	GENERAL PLAN	E11.42	MECHANICAL / V PLUMB SECTION EL
752	AREA OF FINISHES	A11.43	GENERAL NOTES	A11.43	GENERAL PLAN	E11.43	MECHANICAL / V PLUMB SECTION EM
753	AREA OF FINISHES	A11.44	GENERAL NOTES	A11.44	GENERAL PLAN	E11.44	MECHANICAL / V PLUMB SECTION EN
754	AREA OF FINISHES	A11.45	GENERAL NOTES	A11.45	GENERAL PLAN	E11.45	MECHANICAL / V PLUMB SECTION EO
755	AREA OF FINISHES	A11.46	GENERAL NOTES	A11.46	GENERAL PLAN	E11.46	MECHANICAL / V PLUMB SECTION EP
756	AREA OF FINISHES	A11.47	GENERAL NOTES	A11.47	GENERAL PLAN	E11.47	MECHANICAL / V PLUMB SECTION EQ
757	AREA OF FINISHES	A11.48	GENERAL NOTES	A11.48	GENERAL PLAN	E11.48	MECHANICAL / V PLUMB SECTION ER
758	AREA OF FINISHES	A11.49	GENERAL NOTES	A11.49	GENERAL PLAN	E11.49	MECHANICAL / V PLUMB SECTION ES
759	AREA OF FINISHES	A11.50	GENERAL NOTES	A11.50	GENERAL PLAN	E11.50	MECHANICAL / V PLUMB SECTION ET
760	AREA OF FINISHES	A11.51	GENERAL NOTES	A11.51	GENERAL PLAN	E11.51	MECHANICAL / V PLUMB SECTION EU
761	AREA OF FINISHES	A11.52	GENERAL NOTES	A11.52	GENERAL PLAN	E11.52	MECHANICAL / V PLUMB SECTION EV
762	AREA OF FINISHES	A11.53	GENERAL NOTES	A11.53	GENERAL PLAN	E11.53	MECHANICAL / V PLUMB SECTION EW
763	AREA OF FINISHES	A11.54	GENERAL NOTES	A11.54	GENERAL PLAN	E11.54	MECHANICAL / V PLUMB SECTION EX
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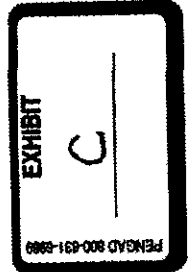
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Galveston County Architect  
Mid County Annex project # 09-005

Mid County Annex - Construction Budget							
		Date Approved by Commissioners	Purchase Order	Total PO amount	% as Tenant build-out	All tenant build out estimate	CAD @ 15.00% of
C004129	Phase 1 Roof and Deck repair Includes \$200,000 skylight allowance Includes \$200,000 Contingency allowance	30-Dec-09	C004129	\$2,083,565.00	0%	\$0.00	\$0.00
C004128	Phase 1 roof materials	30-Dec-09	C004128	\$597,934.85	0%	\$0.00	\$0.00
C005743	Hugh Patrick Constructors Cms contract	23-Feb-10	C005743	\$1,656,345.00	0%	\$0.00	\$0.00
estimate	Builder's Risk			\$101,000.00	0%	\$0.00	\$0.00
complete	Phase 2 Roof						
complete	Temporary lighting - Crescent Electric	16-Aug-10	C008156	\$52,957.62	0%	\$0.00	\$0.00
complete	Center Point Energy	18-Aug-10	C011190	\$6,875.00	0%	\$0.00	\$0.00
complete	Boonder Construction - secure front entry	13-Jul-10	C010035	\$4,700.00	0%	\$0.00	\$0.00
est	Aquifer - Tile	8-Oct-10		\$302,502.90	100%	\$302,502.90	\$45,375.44
est	Arden - Structural Steel	13-Oct-10	C102597	\$1,097,251.00	0%	\$0.00	\$0.00
est	Crescent Electric	8-Oct-10	C102475	\$2,704,159.00	31%	\$838,301.69	\$140,894.98
est	Golden West - Stucco	8-Oct-10	C102604	\$378,538.00	31%	\$117,346.78	\$19,231.30
est	Gunn Mechanical - Mechanical	6-Oct-10	C101858	\$2,634,451.00	31%	\$816,678.81	\$127,251.21
est	J.W. Kelso - Aluminum Storefront glass	6-Oct-10	C102191	\$389,028.00	0%	\$0.00	\$0.00
est	J.W. Kelso - Carpet	6-Oct-10	C102184	\$467,251.00	100%	\$467,251.00	\$70,087.65
est	J.W. Kelso - Demo	8-Oct-10	C102477	\$794,333.75	0%	\$0.00	\$0.00
est	J.W. Kelso - Drywall	15-Nov-10	C102477	\$3,069,151.00	100%	\$3,069,151.00	\$460,372.65
est	William - Painting	13-Oct-10	C102478	\$385,401.00	100%	\$385,401.00	\$57,810.15
est	Michael Chulke Plumbing - Plumbing	2-Nov-10	C102038	\$1,008,817.00	31%	\$313,643.27	\$47,046.49
est	Vasson Enterprises Inc. - Masonry	8-Oct-10	C102183	\$619,601.00	0%	\$0.00	\$0.00
est	Southeast Fire Protection - Fire Protection	6-Oct-10	C102734	\$619,601.00	0%	\$0.00	\$0.00
est	MGC - Laboratory Equip			\$371,175.00	0%	\$0.00	\$0.00
complete	Triandis Reproductions - Printing of Drawings	N/A	C103015	\$7,951.15	0%	\$0.00	\$0.00
estimate	Landscape			\$250,000.00	0%	\$0.00	\$0.00
estimate	graphics			\$50,000.00	100%	\$50,000.00	\$7,500.00
estimate	Bid Package 19 - Paving			\$388,000.00	0%	\$0.00	\$0.00
estimate	Bid Package 20 - Waterproofing and Dampproofing			\$83,000.00	0%	\$0.00	\$0.00
estimate	Bid Package 21 - Miscellaneous Items			\$105,000.00	75%	\$78,750.00	\$11,812.50
estimate	Security/Access control			\$200,000.00	100%	\$200,000.00	\$30,000.00
estimate	Testing and Balance			\$200,000.00	100%	\$200,000.00	\$30,000.00
estimate	CAD Lobby furnishings			\$40,000.00	100%	\$40,000.00	\$6,000.00
Sub Total				\$19,591,086.47		\$0,000.00	\$0,000.00

% of build-out derived from take-off of proposal contract is based upon  
% assumed similar to electric



AGENDA

ITEM

#20

**Interlocal Cooperation Agreement Between The Santa Fe Independent School District As  
Licensor And Galveston County And Various Municipalities And Other Political  
Subdivisions Located Within Galveston County As Licensees For The Use Of District  
Property During Time Of Natural Or Man-Made Disaster**

**This Agreement**, entered into in accordance with the provisions of Texas Government Code Chapter 791 commonly known as the Interlocal Cooperation Act, is between the Santa Fe Independent School District (“District”) as Licensor and the County of Galveston (“County”), and the various municipalities and other political subdivisions listed in the signature block of this Agreement (“Licensee(s)”) as Licensee(s). It is for the use of the District’s High School and other District facilities (“High School”) and adjacent parking areas located at 16000 Highway 6 that may be required for the sheltering of emergency personnel, first responders and the storage of equipment in times of disaster.

**WITNESSETH:**

**Whereas**, in the event of a natural or man-made disaster, the County and the Licensees who are signatories to this Agreement may have the need to temporarily house both their chief emergency administrators (e.g. Mayors, City Administrators, etc.) and their family members and their first responders (e.g. peace officers, fire fighters, emergency medical technicians, etc.) in the High School; and

**Whereas**, in addition, the County and the Licensees may have the need to temporarily locate their chief emergency administrators’ official vehicles and their first responders’ law enforcement vehicles, fire trucks, ambulances, dump trucks, road equipment and other equipment on the High School parking lots, and

**Whereas**, Licensor has heretofore graciously accommodated Licensees by allowing them to utilize the High School and parking lots for several major natural disaster events such as Hurricanes Rita (2005) and Ike (2008); and

**Whereas**, the Parties wish to continue and to formalize this arrangement to ensure that the High School and parking lots will continue to be available as and when natural and man-made disasters and other emergencies arise,

**Now Therefore**, for and in consideration of the mutual covenants, obligations, and benefits hereunder, the parties agree as follows:

- 1. Designated Representatives/Authorized Occupants and Equipment List.** The Designated Representative of each party is listed on their signature page

The District's Designated Representative, the County's Designated Representative and the Licensees' Designated Representatives are to work collectively and are responsible for coordinating all aspects of the services to be provided by each party as expeditiously and economically as is reasonably prudent under the circumstances. They are the contact persons through whom the parties will communicate officially. They also are authorized to make decisions that are binding on their political subdivision.

Each Licensee's Authorized Occupants of the High School is listed on their Authorized Occupant list. Each Authorized Occupant, as a condition of being authorized to remain in the High School, agrees to follow the directions of the District's and the County's Designated Representatives, the County's Field Operations Manager and their political subdivisions' Designated Representative. In the event of conflicting directions, the directions of the District's Designated Representative and the County's Designated Representative shall control.

The equipment to be stored on the High School parking lots is listed on each Licensee's Equipment List attached to this Agreement.

- 2. Emergency Relief Efforts.** The Parties agree to comply with the requirements of the National Incident Management System in all aspects of this Agreement; that their efforts are also subject to orders issued by lawful emergency management and or law enforcement authorities and that their actions will, except as otherwise specifically provided herein, be undertaken only during the time of impending and actual public emergency caused by natural or man-made disaster.
- 3. License Agreement.** District agrees, on a space available basis, that in the event of a natural or man-made disaster or other emergency, the County and the various Licensees who are signatories to this Agreement may temporarily house both their chief emergency administrators (e.g. Mayors, City Administrators, etc) and their family members and their first responders (e.g. peace officers, fire fighters, emergency medical technicians, etc) who are listed as Authorized Occupants on their list in the High School. In addition, District agrees, on a space available basis, that the County and such Licensees may temporarily locate their chief emergency administrators' official vehicles and their first responders' law enforcement vans and



other vehicles, fire trucks, ambulances, trucks, dump trucks, bridge equipment and road equipment listed on their Equipment List on the High School parking lots

4. **Term of Agreement.** This Agreement shall begin effective June 1, 2011, and shall remain in effect from year to year until terminated by a party as herein provided

District may terminate this Agreement during hurricane season (June 1-November 30) by giving County and Licensee(s) sixty (60) days prior written notice. At all other times of the year District may terminate this Agreement by giving County and Licensee(s) thirty days prior written notice

County may terminate this Agreement during hurricane season (June 1-November 30) by giving District and Licensee(s) sixty (60) days prior written notice. At all other times of the year County may terminate this Agreement by giving District and Licensee(s) thirty days prior written notice.

Any Licensee may terminate its participation by providing District and County thirty (30) days prior written notice. Termination by any Licensee does not affect the relationship of District with the County or the remaining Licensee(s)

5. **Additional Licensees.** Currently, the only political subdivisions that are granted a License by District to use the High School and the parking lots are those entities whose signatures are attached to this Agreement. Additional political subdivisions may similarly participate in this Agreement upon the same terms and conditions as set forth in this Agreement by the execution of a signature page that will be signed by the Licensee who desires to participate, the District and the County. The signature page will be attached to this Agreement and be sent to all other Licensees. The signature page will also contain a space that lists the political subdivision's Designated Representative and its Authorized Occupants and Equipment. Inasmuch as space is limited in the High School and on the parking lots District and County are under no obligation to add additional Licensees to this Agreement
6. **Non-signatory Licensees.** Should, in the sole opinion of District, space also be available for federal and state first responders, such as members of the Texas Task Force, District may authorize such first responders to also utilize designated portions of the High School and parking lots for the purposes set forth in Paragraph 3 of this Agreement without requiring them to execute this Agreement

## **7. Services Provided and Obligations of District**

### **District agrees:**

- to currently grant entry to its High School and other facilities to County and to Licensees at such times as is mutually agreed upon to enable County and Licensees to pre-install and pre-stage such technology and equipment (e g phone/network jacks, radio antennas, etc ) to enhance pre- and post-disaster operations,
- to notify County at least 48 hours in advance when its facilities at Santa Fe High School and the parking lots are available for use pre and/post natural or man-made disaster events,
- Upon written request of County, to make available portions of the Santa Fe High School (primarily vocational/technical and other non-classroom areas) and its parking areas available to County and Licensees at least 24 hours in advance for the purposes set forth in Paragraph 3 above,
- that in the event of natural or man-made disasters or emergencies that occur with little or no warning to use its best efforts to make its High School and parking lots available to County and Licensees as soon as is reasonably possible under the circumstances,
- to allow County and Licensees' Authorized Occupants to utilize restroom and kitchen facilities;
- to allow County and Licensees' Authorized Occupants to utilize rooms or other designated areas for sleeping accommodations,
- in its sole discretion to allow federal and state first responders to similarly use the High School and/or the parking lots for the purposes set forth in Paragraph 3 above without the necessity of executing this Agreement,
- that should it allow federal and/or state first responders to use the High School and/or the parking lots that it will not hold either County or any other local Licensee responsible, accountable or liable for any loss or damage caused to the High School or the parking lots by such federal and/or state first responders during their occupation,
- to make available, to the extent practicable, water, rest-rooms, wastewater, air-conditioning, heating, and/or other utilities to the High School,

- to adequately maintain the generator to be installed by County referenced below to keep it in good working condition,
- to notify County at least 48 hours in advance of its intention to reclaim all or any portion of the High School and/or the parking areas for its exclusive use
- To fully cooperate with County in its attempts to seek reimbursement of expenses incurred under this Agreement from the Federal Emergency Management Agency of the United States and the State of Texas.

**County agrees.**

- that in addition to having installed switches within the High School that enabled the fast hook-up of portable generators at the cost of approximately \$200,000 in Homeland Security Grant Funds, to invest approximately 1.2 Million Dollars to install a permanent generator to power those portions of the High School that will be occupied by County's and Licensees' Authorized Occupants,
- to allow District to utilize the generator for such other purposes it deems necessary,
- that in the event of an approaching and impending natural disaster, to notify District at least 24 hours in advance of the need for District's High School and parking lots;
- that in the event of natural or man-made disasters or emergencies that occur with little or no warning, to notify District of the need for District's facilities as soon as it is practicable under the circumstances;
- to coordinate with other Licensees regarding the availability of District's High School and parking lots prior to, during and post disaster,
- to act as the primary liaison between other Licensees and District prior to, during and post disaster,
- to assign a Field Operations Manager to District who will be stationed at the High School to assist with day to day logistics on-scene. This individual, with input or direction from District's and County's Designated Representatives, to the extent such assignments have not been pre-determined, will assign County and Licensees locations to park vehicles and other equipment, will coordinate room assignments and the usage of the kitchen and lunch room facilities and other related matters;
- to fill the permanent diesel generator sufficiently in advance of an impending request for use of District facilities by County,

- to refill the permanent diesel generator as and when necessary during the period of occupation of the High School by County and Licensees' Authorized Occupants,
- to provide meals, under a separate catering contract, for both its Authorized Occupants, for Licensees' Authorized Occupants and for any District employees assigned to the High School during time of occupation,
- to provide sleeping accommodations (e g. cots, blankets and pillows) to County Authorized Occupants,
- that District does not warrant the suitability of the High School or the parking lots and shall in no case be liable for any damages to County or its Authorized Occupants in the event the High School or the parking lots are unsuitable for their intended purpose
- to annually, by no later than June 1<sup>st</sup> of each year, to update its list of Authorized Occupants and its Equipment List;
- after an initial 7 continuous days of use by Licensees to pay District a rate acceptable to the County and the District for use of occupied space;
- that the District is not responsible for the theft of, loss of, or damage to any vehicles or equipment belonging to the County or for the theft of, loss of or damage to any vehicles or personal property belonging to any County Authorized Occupant, and
- to be responsible for any loss or damage to District property caused by the intentional or negligent acts or omissions of both its Authorized Occupants and other authorized County employees utilizing County owned vehicles and equipment.
- to seek direct reimbursement on behalf of itself, District and other Licensees for all services and all related costs provided under this Agreement from the Federal Emergency Management Agency of the United States and the State of Texas.

**Each Other Licensee agrees:**

- to have their Designated Representative coordinate their activities with District's and County's Designated Representatives and with County's Field Operations Manager relating to locations to park vehicles, coordination of room assignments and usage of kitchen and lunch room facilities and other related matters;
- to provide sleeping accommodations (e g. cots, blankets and pillows) to their Authorized Occupants,

- that District does not warrant the suitability of the High School or the parking lots and shall in no case be liable for any damages to Licensee or its Authorized Occupants in the event the High School or the parking lots are unsuitable for their intended purpose
- to annually, by no later than June 1<sup>st</sup> of each year, to update their list of Authorized Occupants and their list of Equipment,
- that the District is not responsible for the theft of, loss of, or damage to any vehicles or equipment belonging to them or for the theft of, loss of, or damage to any vehicles or personal property belonging to any of their Authorized Occupants,
- to be responsible for any loss or damage to District property caused by the intentional or negligent acts or omissions of both their Authorized Occupants and other authorized employees utilizing their owned vehicles and equipment, and
- to fully cooperate with County in its attempts to seek reimbursement of expenses incurred under this Agreement from the Federal Emergency Management Agency of the United States and the State of Texas.

#### **8. Compliance with All Applicable Laws**

This Agreement is intended to enhance emergency planning by the parties. It is not meant to supersede or negate any other Agreements entered into by the parties. The parties will comply with all applicable federal, state, and local laws, rules, ordinances and regulations affecting the conduct of services provided and the performance of all obligations undertaken by this Agreement.

#### **9. Responsibility for Own Actions**

Each party will be solely responsible for its own intentional or negligent acts or omissions and those intentional or negligent acts or omissions of their Authorized Occupants as well as their employees or authorized agents.

No party will be held liable for the actions of any other party or any other party's employees or agents while engaged in any manner in any activity authorized by this Agreement.

No party waives, nor shall be deemed to have waived, any claim to immunity or defense that would otherwise be available to it arising in the exercise of its governmental powers and functions.

This Agreement shall not be construed to be for the benefit of any third party.

## **10. Consideration**

As required by the Texas Interlocal Agreement Act, each party to this Agreement agrees to pay for all costs incurred by them on behalf of their political subdivision in the performance of this Agreement from their current revenues. Each party also represents that there are sufficient current revenues to make such payments.

## **11. Miscellaneous provisions**

This Agreement contains the entire Agreement between the parties and may be amended only by formal written amendment executed by all parties executing the original Agreement. No verbal or written conditions not contained herein shall have any force or effect to alter any term of this Agreement.

The governing body of each party hereto has authorized entering into this Interlocal Agreement.

Each party hereto is authorized by law to perform the functions or services to be performed under this Agreement.

The terms and provisions of this Agreement, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas and venue shall lie in Galveston County.

In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

This Agreement may be amended or modified by the mutual agreement of all parties hereto in writing, such writing to be attached hereto and incorporated into this Agreement.

No party shall be responsible for damages or expected to fulfill its obligations under this Agreement should an act of God or other unforeseen catastrophe prevent the performance of such obligation.

This Agreement shall be executed by the duly authorized official(s) of each party as expressed in the approving resolution or order of the governing body of such party.

**In Witness Whereof**, the parties have executed this Agreement effective \_\_\_\_\_,

2011

**Santa Fe Independent School District**

**Dr. Leigh Wall, Superintendent**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Board Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Director of Safe and Secure Schools**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

County of Galveston

By: Mark Henry  
Mark Henry, County Judge  
Date: 4/5/11



Dwight Sullivan  
County Clerk

Designated Representative:

Emergency Management Coordinator

Approved as to form:

Harvey Bazaman  
Director, County Legal

(OTHER LICENSEE SIGNATURE PAGES FOLLOW)



**City of Bayou Vista**

\_\_\_\_\_

**Mayor**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_

**City Secretary**

**Designated Representative:**

\_\_\_\_\_

**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_

\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of Bayou Vista

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>Police Chief</b>
	<b>4 Police Officers</b>
	<b>2 Reserves</b>
<b>Vehicles/equipment:</b>	<b>25-foot Evacuation Trailer</b>
	<b>4 Patrol Vehicles</b>
	<b>22-Foot Patrol Boat w/Trailer</b>

**City of Clear Lake Shores**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction:      City of Clear Lake Shores

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>Mayor</b>
	<b>City Administrator/Chief of Police</b>
	<b>Assistant Chief of Police</b>
	<b>Police Captain</b>
	<b>2 Police Lieutenants</b>
	<b>Assistant EMC</b>
	<b>5 Patrol Officers</b>
	<b>2 Public Works</b>
	<b>2 Laborers</b>
<b>Vehicles/Equipment:</b>	<b>8 police vehicles</b>
	<b>Emergency Management trailer, 8 by 28</b>
	<b>2 public works vehicles</b>
	<b>1 boat</b>
	<b>1 backhoe</b>
	<b>2 equipment trailer</b>
	<b>1 dump truck</b>
	<b>1 street sweeper</b>
	<b>6 personal vehicles</b>

**City of Dickinson**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of Dickinson

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>Mayor</b>
	<b>City Administrator</b>
	<b>Police Chief</b>
	<b>2 Captains</b>
	<b>14 Patrol Officers</b>
	<b>Street Director</b>
	<b>Foreman</b>
	<b>3 Operators</b>
<b>Vehicles/Equipment:</b>	<b>1 Dump Truck</b>
	<b>2 Crew-Cab Pickup Trucks</b>
	<b>1 Backhoe</b>
	<b>18-Foot Trailer</b>
	<b>14 Patrol Vehicles</b>
	<b>3 Police Pickup Trucks</b>

**City of Galveston**

\_\_\_\_\_  
**Mayor/City Manager**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of Galveston

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>20 Employees (Various Departments)</b>
	<b>4 Police Officers</b>
	<b>2 Reserves</b>
<b>Vehicles/equipment:</b>	<b>10 Island Transit Buses</b>
	<b>10 Patrol Vehicles</b>
	<b>10 Pickup Trucks</b>
	<b>3 Fire Pumpers</b>
	<b>2 Dump Trucks</b>
	<b>1 Gradall</b>
	<b>2 Police Command Vehicles (RV Type)</b>
	<b>2 Front End Loaders</b>
	<b>20-Foot Mobile SWAT Command Vehicle</b>



**City of Kemah**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of Kemah

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>Assistant Police Chief</b>
	<b>Commander</b>
	<b>2 Sergeants</b>
	<b>8 Police Officers</b>
	<b>4 Dispatchers</b>
	<b>Administrative Assistant</b>
<b>Vehicles/equipment:</b>	<b>1 Marked Patrol Vehicle</b>
	<b>8 Unmarked Units</b>
	<b>1 Deuce ½</b>
	<b>1 Dump Truck</b>

**City of La Marque**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of La Marque

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>City Manager</b>
	<b>3 City Administration Employees</b>
	<b>7 Accounting Employees</b>
	<b>2 Inspectors</b>
	<b>4 Judicial</b>
	<b>1 I.T./Assistant EMC</b>
	<b>Fire Chief</b>
	<b>Assistant Fire Marshal</b>
	<b>Administrative Assistant</b>
	<b>3 Captains</b>
	<b>3 Engineers</b>
	<b>11 Firefighters</b>
	<b>25 Patrol Officers</b>
	<b>8 Telecommunications</b>
	<b>2 Clerical/Support</b>
<b>Vehicles/equipment:</b>	<b>15 Public Works Personal Vehicles (Cars/Trucks)</b>

**City of League City**

\_\_\_\_\_

**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_

**City Secretary**

**Designated Representative:**

\_\_\_\_\_

**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_

\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of League City

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>2 Chief Officers</b>
	<b>15 Firefighters</b>
	<b>3 Utility Operators</b>
	<b>10 EMS</b>
<b>Vehicles/equipment:</b>	<b>2 Fire Apparatus (vehicles)</b>
	<b>2 Support Vehicles (Tahoes/Fords)</b>
	<b>5 Extended Cab Pickup Trucks</b>
	<b>Ford Crane Truck</b>
	<b>3 Response Vehicles</b>
	<b>3 Ambulances</b>

**City of Santa Fe**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**City Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: City of Santa Fe

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>22 Police Officers</b>
	<b>5 Dispatchers</b>
	<b>10 Firefighters</b>
	<b>10 Public Works Employees</b>
<b>Vehicles/equipment:</b>	<b>20 Police/City Vehicles</b>
	<b>5 Fire/EMS Vehicles</b>
	<b>17 Public Works Vehicles</b>



**Village of Tiki Island**

\_\_\_\_\_  
**Mayor/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Village Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: Village of Tiki Island

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>2 emergency management personnel</b>
	<b>5 police officers</b>
	<b>3 fire department personnel</b>
	<b>2 public utility workers</b>
<b>Vehicles/equipment:</b>	<b>2 fire trucks</b>
	<b>1 trailered fire boat</b>
	<b>2 patrol units</b>
	<b>1 pickup truck</b>

**Bayou Vista MUD 12**

\_\_\_\_\_  
**Board President**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Board Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: Bayou Vista MUD 12

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>Board President</b>
	<b>District Operator</b>
	<b>Assistant District Operator</b>
<b>Vehicles/equipment:</b>	<b>1 Backhoe</b>
	<b>1 Sewer Jet Machine</b>
	<b>1 Trailer-Mounted Generator</b>
	<b>2 Pickup Trucks</b>

**Gulf Coast Water Authority**

\_\_\_\_\_  
**Board President**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Board Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction: Gulf Coast Water Authority

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>3 Operators</b>
	<b>2 Maintenance Support Technicians</b>
	<b>Plant Manager</b>
<b>Vehicles/equipment:</b>	<b>2 Pickup Trucks</b>

**Dickinson WCID #1**

\_\_\_\_\_  
**Board Chair/Administrator**

**Date:** \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Board Secretary**

**Designated Representative:**

\_\_\_\_\_  
**Emergency Management Coordinator**

**Approved as to form:**

\_\_\_\_\_  
\_\_\_\_\_

## AUTHORIZED OCCUPANTS AND EQUIPMENT LIST

Jurisdiction:      Dickinson WCID #1

<b>Planning year:</b>	<b>2011</b>
<b>Personnel:</b>	<b>1 general manager</b>
	<b>2 department heads</b>
	<b>3 crew chiefs</b>
	<b>6 maintenance workers</b>
<b>Vehicles/equipment:</b>	<b>½-ton pickup trucks (4)</b>
	<b>¾-ton and larger pickup trucks (5)</b>
	<b>4 rubber-tired back hoes</b>
	<b>1 track hoe and trailer</b>
	<b>2 dump trucks</b>
	<b>1 TV truck</b>
	<b>1 large vector truck</b>



AGENDA

ITEM

#21a

**CONFLICT OF INTEREST AFFIDAVIT**

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Patrick F. Doyle, as a member of Commissioners' Court of Galveston County, make this affidavit and hereby on oath state the following: I, and/or a person or persons related to me in the first degree by consanguinity or affinity, have a substantial interest as such term is defined in Chapter 171 of the Local Government Code of the State of Texas in a business entity or in real property that would be affected by a vote or decision of the Commissioners' Court.

(Select One)

The business entity is South Land Title

The real property is \_\_\_\_\_

**BUSINESS ENTITY CONFLICT**

\* Patrick F. Doyle, (~~have~~/has) a substantial interest in this business entity for the following reasons: (Check all which are applicable.)

- ( ) Ownership of 10% or more of the voting stock or shares of the business entity.
- ( ) Ownership of 10% or more of the fair market value of the business entity.
- ( ) Ownership of \$15,000. or more of the fair market value of the business entity.  
\*\*
- ( ) Funds received from the business entity exceed 10% of \_\_\_\_\_ gross income for the previous year.
- ( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the business entity that would be affected by a decision of the Commissioners' Court.

REAL PROPERTY CONFLICT

\* \_\_\_\_\_ (have/has) a substantial interest in this real property for the following reasons: (Check all which are applicable.)

\*\*\*

- ( ) Real property is involved and \_\_\_\_\_ have an equitable or legal ownership with a fair market value of at least \$2,500.
- ( ) A person related to me in the first degree by consanguinity or affinity has a substantial interest in the real property that would be affected by a decision of the Commissioners' Court.

Upon the filing of this affidavit with the County Clerk, I affirm that I will abstain from voting on any decision involving this business entity or the real property and from any further participation on this matter.

This Affidavit is being executed on Claim No. 21(a) dated April 5, 2011 (Fill in if applicable.)

  
\_\_\_\_\_  
Signature of Official

County Commissioner Precinct 1  
\_\_\_\_\_  
Title

Before me, the undersigned authority, on this day personally appeared Patrick F. Doyle and on oath stated that the facts herein above stated are true to the best of his knowledge or belief.

Sworn to and Subscribed before me on this 5th day of April, 2011.



DWIGHT D. SULLIVAN , County Clerk  
Galveston County, Texas

By: Brandy Chapman  
Brandy Chapman Deputy

\_\_\_\_\_  
( ) or name of relative or relationship)

\*\* (my, his, her)

\*\*\* (I, he, she)



COMMISSIONER'S COURT BUYOUT LIST 4/05/2013 COURT ACTION DATE

Case #	Court Action	Case Number	Property ID	Township Name	County Name	Property Address	Presented Officer Name
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COMMISSIONER'S COURT BUYOUT LIST 4/05/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
86	5/12/2010	4107-0000-0021-002	R170402	Walt, Jr	C.H	955 James Rd Gilchrist TX 77617	4/21/2010
87	5/12/2010	2305-0000-0423-000	R172633	Nguyen	Kim	1023 Mabry Gilchrist TX 77617	4/28/2010
88	5/12/2010	1825-0004-0011-000	R176923	Rosales-Matola	Ysidoro	958 Marjorie Gilchrist TX 77617	4/27/2010
89	5/12/2010	3276-0001-0033-000	R177332	Cramer	Alan	1140 Faggards Slip Gilchrist TX 77617	4/29/2010
90	5/12/2010	3685-0001-0000-001	R177510	Fulmer	Steven L & Nancy	999 Alicia Dr Gilchrist TX 77617	4/21/2010
91	5/12/2010	5010-0000-0016-000	R177964	Mazzu	Thomas J	977 Mazzu St Gilchrist TX 77617	4/28/2010
92	5/12/2010	0084-0073-0000-000	R178142	Sartwell	Charlie	3720 Hwy 87 Gilchrist TX 77617	4/15/2010
93	5/12/2010	4050-0000-0336-000	R179213	Mullins	Katherine J & Robert W	2596 Holiday Crystal Beach TX 77650	4/26/2010
94	5/12/2010	4050-0000-0337-000	R179214	Baker	John R	2590 Holiday Dr Crystal Beach TX 77650	4/28/2010
95	5/12/2010	4050-0000-0338-000	R179215	Gollas	Joe	2584 Holiday Crystal Beach TX 77650	4/26/2010
96	5/12/2010	4467-0001-0001-000	R179222	Albrecht	Stephen & Robin	3266 Treasure Ln Crystal Beach TX 77650	4/26/2010
97	5/12/2010	4467-0002-0001-000	R179240	Forey	Richard	3264 Ponderway Crystal Beach TX 77650	4/27/2010
98	5/12/2010	4980-0004-0027-000	R179429	Mullins	Katherine J & Robert W	968 Singaree Dr Crystal Beach TX 77650	4/26/2010
99	5/12/2010	5335-0000-0008-000	R179580	Arnold	William	2188 Naisy Waves Ln Crystal Beach TX 77650	4/29/2010
100	5/12/2010	6363-0001-0007-000	R180300	Cordts	E G, Jr	3550 Smiths Point Crystal Beach TX 77650	4/28/2010
101	5/12/2010	6363-0001-0009-000	R180302	Streety	Steven	3530 Smiths Point Crystal Beach TX 77650	4/29/2010
102	5/12/2010	6275-0001-0012-000	R180414	Stem	Joan	2340 Trinidad Crystal Beach TX 77650	4/26/2010
103	5/12/2010	0068-0010-0000-000	R181373	Anderson	Martha E	962 Martha's Vineyard Ln Gilchrist TX 77617	4/28/2010
104	5/12/2010	3200-0000-0212-000	R216218	Ballew	Mike & Margo	1342 Emerald Dr Crystal Beach, TX 77650	4/26/2010
105	5/12/2010	3204-0003-0046-000	R216553	Sansone	Philip	2030 Seaside Dr Crystal Beach TX 77650	4/23/2010
106	5/12/2010	5655-0001-0017-000	R217948	Prosl	Theodore	1990 Gulf Rd Crystal Beach TX 77650	4/22/2010
107	5/19/2010	4107-0000-0008-000	R170388	Randall	Lionel	957 Cade St Gilchrist TX 77617	4/29/2010
108	5/19/2010	1204-0000-0009-000	R172193	Shells Gilchrist House	Kourek Scott L & Michelle	2670 Hwy 87 Gilchrist TX 77617	4/28/2010
109	5/19/2010	2205-0000-0128-000	R172351	Berry	Yvonne	1415 Van Sant Gilchrist TX 77617	5/3/2010
110	5/19/2010	2205-0000-0447-000	R172656	Boudreaux	David	1118 Mabry Gilchrist TX 77617	5/11/2010
111	5/19/2010	0084-0003-0000-000	R173798	Bauer	Arthur R & Carl E	990 Gordon Dr Caplan TX 77617	4/30/2010
112	5/19/2010	0064-0046-0000-000	R176966	Slak	Dorothy	1608 Hwy 87 Gilchrist TX 77617	5/4/2010
113	5/19/2010	1580-0002-0021-000	R176984	Minocchi	Marjorie	1014 Deems St Gilchrist TX 77617	5/11/2010
114	5/19/2010	2210-0002-0011-000	R176937	Wells	Ross & Daughtry, Richard	1362 Keith Ave Gilchrist TX 77617	5/11/2010
115	5/19/2010	2210-0003-0014-000	R176955	Gregory	Richard B & Marcia	1375 Keith Caplan TX 77617	4/28/2010
116	5/19/2010	2808-0001-0005-002	R177259	Atkinson	John S	988 Kirks Rd Gilchrist TX 77617	4/22/2010
117	5/19/2010	2568-0001-0005-002	R177259	Clark	Ross & Barbara	982 Kirk Rd Gilchrist TX 77617	5/4/2010
118	5/19/2010	3276-0001-0025-000	R177324	Meadows	Bobby J	1112 Faggard Slip Rd Gilchrist TX 77617	5/11/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
124	5/19/2010	3585-0005-0004-000	R177648	Shenoda	Frank	980 Kirkwood Gilchrist TX 77617	5/19/2010
125	5/19/2010	3585-0005-0004-001	R177781	Robbins	Cliff	983 French Road Gilchrist TX 77617	5/19/2010
126	5/19/2010	3510-0003-0015-000	R177967	Marzola	Donald J & Anna M	985 Mazzy St Gilchrist TX 77617	5/19/2010
127	5/19/2010	1667-0005-0000-000	R177967	Harvey-Schneider	Mary N & Kenneth	985 Alberle Dr Crystal Beach TX 77650	5/19/2010
128	5/19/2010	5975-0000-0015-000	R177967	Frost	Jack	2389 Sand Duff Crystal Beach TX 77650	5/19/2010
129	5/19/2010	4050-0000-0004-000	R177967	Gaspard	Norman & Regina	2301 Breaker Crystal Beach TX 77650	5/19/2010
130	5/19/2010	6276-0001-0015-000	R178058	Hatch	Sherrye	3384 Gulf Castle Crystal Beach TX 77650	5/19/2010
131	5/19/2010	6000-0006-0016-000	R178452	Nichols	H G, Sr estate of R Allan	3534 Tarpow Way Crystal Beach TX 77650	5/19/2010
132	5/19/2010	6134-0000-0016-000	R214254	Quinn	Robert G	1390 Gulf Crystal Beach TX 77650	5/19/2010
133	5/19/2010	3200-0003-0016-000	R216216	Surgeons	James C & Irene A	1546 Emerald Dr Crystal Beach TX 77650	5/19/2010
134	5/19/2010	3200-0003-0003-000	R216296	Unruh	James & Eudalia	303 Surfview Emerald Beach TX 77650	5/19/2010
135	5/19/2010	3200-0000-0006-000	R216297	Wells	Ed R	1334 Emerald Dr Crystal Beach TX 77650	5/19/2010
136	5/19/2010	3200-0003-0003-000	R216297	Wells	William	1320 Emerald Dr Crystal Beach TX 77650	5/19/2010
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150	6/2/2010	4107-0000-0025-000	R170400	Galewsky	Harry	958 James Rd Gilchrist TX 77617	5/19/2010
151	6/2/2010	1590-0002-0016-000	R176680	Todd	Laura Ann & Monroe Lee	1038 Deens St Gilchrist TX 77617	5/14/2010
152	6/2/2010	1825-0002-0004-001	R176980	Beer	Larry D	970 Dolly St Gilchrist TX 77617	5/18/2010
153	6/2/2010	1825-0003-0003-002	R176901	Finley	George Larry Carolyn	970 Jean St Gilchrist TX 77617	5/3/2010
154	6/2/2010	1825-0003-0006-000	R176903	Serafino	Aless Ann isbell	976 Jean St Gilchrist TX 77617	5/14/2010
155	6/2/2010	2210-0001-0000-000	R176929	Blackwell	Daniel	968 Johnson Rd Gilchrist TX 77617	5/13/2010
156	6/2/2010	2057-0003-0007-001	R177232	Kaletka	Richard & Teresa	974 Mae St Gilchrist TX 77617	5/18/2010
157	6/2/2010	3276-0003-0009-000	R177404	Hellinger	Charles N	1048 Waco Gilchrist TX 77650	5/14/2010
158	6/2/2010	3585-0008-0000-007	R177504	Haddox	Ronald & Anna Lee	978 Katy St Gilchrist TX 77617	5/11/2010
159	6/2/2010	3596-0025-0006-000	R177591	Briegleb	Michael	983 Bas Rd Gilchrist TX	5/12/2010
160	6/2/2010	4110-0001-0005-000	R177841	Marcon	Howard Anthony Sandy	977 S Deens St Gilchrist TX 77617	5/11/2010

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161	6/2/2010	3075-0000-0006-000	R178520	Radley	Don/Radley Family LP	2402 Sand Drift Ln Crystal Beach TX 77650	5/18/2010
162	6/2/2010	5135-0000-0042-000	R179476	Hanson, Todd	Beachrock Trust	865 Meyning Dr Crystal Beach TX 77650	5/10/2010
163	6/2/2010	1845-0002-0018-000	R214539	Cramer	Alan	1848 Pompano Crystal Beach TX 77650	5/19/2010
164	6/2/2010	1845-0003-0004-000	R214556	Denena	Johnny	1800 Redfish Lane Crystal Beach TX 77650	5/17/2010
165	6/2/2010	1865-0000-0143-000	R214719	Hulsey	LMH Trust	819 East Rd Crystal Beach TX 77650	5/13/2010
166	6/2/2010	6280-0010-0001-000	R218028	Plum	Beth & Russell	1762 Red Fish Ln Crystal Beach TX 77650	5/14/2010
167	6/2/2010	6280-0010-0008-000	R218031	Rogers	Douglas	1782 Redfish Ln Crystal Beach TX 77650	5/21/2010
168	6/2/2010	7316-0000-0049-000	R218272	Langtree	John A	830 Alma Ln Crystal Beach, TX 77650	5/20/2010
169	6/2/2010	3278-0001-0070-001	R381412	Forsythe	Sallie & Jessie	1275 Faggards Slip Gilchrist TX 77617	5/13/2010
170	6/9/2010	2205-0000-0197-000	R172421	Wheeler	Eileen	1071 Van Sant Gilchrist TX 77617	5/25/2010
171	6/9/2010	4040-0000-0026-000	R172894	Harwell	Michael	2552 Hwy 87 Gilchrist TX 77617	5/19/2010
172	6/9/2010	4040-0000-0031-000	R172899	Stronach	Donald A & Marjorie A	2548 Hwy 87 Gilchrist TX 77617	5/26/2010
173	6/9/2010	2210-0002-0007-000	R176935	McAbee	David	1376 Keith Ave Gilchrist TX 77617	5/18/2010
174	6/9/2010	2955-0002-0013-000	R177099	Fuseller	Harold & Elaine	977 Bay St Gilchrist TX 77617	5/24/2010
175	6/9/2010	4660-0018-0009-000	R177938	Johnston	Irwin B	989 Daigle Dr Gilchrist TX 77617	5/26/2010
176	6/9/2010	5670-0000-0176-000	R179886	Eakins	Gary W	2478 Gilmore Crystal Beach TX 77650	5/21/2010
177	6/9/2010	7170-0002-0028-000	R180786	Anisco	Ida Joyce	915 Driftwood Dr Crystal Beach TX 77650	5/25/2010
178	6/9/2010	3261-0013-0214-000	R216693	Cribbs	C Haden Jr	2023 Lakeview Dr Crystal Beach TX 77650	5/25/2010
179	6/9/2010	3201-0013-0215-000	R216695	Cribbs	C Haden Jr	2025 Lakeview Dr Crystal Beach, TX 77650	5/25/2010
180	6/9/2010	6280-0010-0004-000	R218029	Umstead	Billy J & Yoriko	1774 Redfish Ln Crystal Beach TX 77650	5/24/2010
181	6/9/2010	7336-0000-0001-003	R363828	Escagne	Allen H	997 Butterfield Ln Gilchrist TX 77617	5/25/2010
182	6/16/2010	3540-0000-0001-000	R170268	Karnett	Lynn Roland	937 Jannet Rd Gilchrist TX 77617	5/21/2010
183	6/16/2010	2119-0000-0003-001	R170357	Maynard	Glenn W.	946 Miant Gilchrist TX 77617	5/26/2010
184	6/16/2010	4040-0000-0022-000	R172898	Marino	Joseph	2518 Hwy 87 Gilchrist TX 77617	5/25/2010
185	6/16/2010	1510-0001-0017-001	R176782	Beasley	Williams E	1305 Hwy 87 Gilchrist TX 77617	5/25/2010
186	6/16/2010	1835-0000-0000-000	R176854	Bristow	Marvin E & Patricia	1048 Beachfront Rd Gilchrist TX	5/25/2010
187	6/16/2010	2955-0002-0007-000	R177051	Schroder	Larry W	982 Maple St Gilchrist TX 77617	5/25/2010
188	6/16/2010	2957-0002-0015-000	R177219	Guss	Stanford & Lynnie	988 Margaret Gilchrist TX 77617	5/21/2010
189	6/16/2010	3585-0013-0004-000	R177531	Kurtin	Mark & Deborah	988 Faggards Slip Gilchrist TX 77617	5/26/2010
190	6/16/2010	3587-0014-0008-000	R177780	McNeill-Henney	Stephanie & John-Chris	3029 Gulf Supply Rd Gilchrist TX 77617	5/25/2010
191	6/16/2010	6182-0000-0001-000	R178116	Brown	Clint Wayne	1047 Joy St Gilchrist TX 77617	5/25/2010
192	6/16/2010	7336-0000-0004-001	R178203	Tabor	Richard F. & Anna J.	997 Geary St Gilchrist TX 77617	5/21/2010
193	6/16/2010	7120-0012-0005-000	R181015	Shelley	Fred	2824 Irwinfields Crystal Beach TX 77650	5/22/2010
194	6/16/2010	1895-0010-0128-001	R214690	Hagan	Claudine	1114 Gulfview Dr Crystal Beach TX 77650	5/26/2010
195	6/16/2010	2673-0000-0005-000	R215894	Casey	Mary	1246 Gulf Rd Crystal Beach TX 77650	5/26/2010
196	6/16/2010	1251-0000-0004-000	R502584	Harrison	T.W.	2463 Audubon Ave Gilchrist TX 77617	5/28/2010
197	6/16/2010	1252-0000-0001-000	R512292	Harrison	T.W.	2502 Audubon Ave Gilchrist TX 77617	5/28/2010



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No	Court Action Date	CCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
198	6/30/2010	1540-0000-0002-000	R170267	Polk	Carol J	945 James Rd Gilchrist TX 77617	6/7/2010
199	6/30/2010	2205-0000-0186-000	R172411	Burnfield	Ralph Neil & Mary Ann	1123 Van Sant Gilchrist TX 77617	6/4/2010
200	6/30/2010	4040-0000-0029-000	R172897	Duplantis	Stephen	2570 Hwy 87 Gilchrist TX 77617	5/28/2010
201	6/30/2010	1610-0001-0014-000	R176779	Black	Jane & Bradley	1028 Dolphin Gilchrist TX 77617	6/10/2010
202	6/30/2010	2957-0001-0003-000	R177199	Weatherall	Marguerita	990 Margaret St Gilchrist TX 77617	6/7/2010
203	6/30/2010	4110-0001-0012-000	R177847	Gressett	Bea	986 Deens St Gilchrist TX 77617	6/1/2010
204	6/30/2010	4315-0001-0003-000	R177907	Arnold	Jim H & W E	989 Ponitiff St Gilchrist TX 77617	6/8/2010
205	6/30/2010	5010-0000-0006-000	R177955	Emerald	A. John	977 Elsie St Gilchrist TX 77617	6/2/2010
206	6/30/2010	6182-0000-0024-000	R178139	Minter	Larry V & Jo H	1101 Joy Gilchrist TX 77617	6/10/2010
207	6/30/2010	0064-0085-0000-000	R178163	Funchess	Wanda	1680 Hwy 87 Gilchrist TX 77617	6/1/2010
208	6/30/2010	7335-0002-0007-000	R178180	Markis	Frank R	984 Beaumont St Gilchrist TX 77617	6/2/2010
209	6/30/2010	1067-0000-0091-000	R178477	Bergh	Stephen S	2120 Gulf St Crystal Beach TX 77650	6/3/2010
210	6/30/2010	5135-0000-0044-000	R179478	McCarroll	Celeste	845 Meyng Dr Crystal Beach TX 77650	6/6/2010
211	6/30/2010	6363-0001-0012-000	R180305	Knight	Marc & Carole	3500 Smiths Point Crystal Beach TX 77650	6/17/2010
212	6/30/2010	5960-0475-1017-001	R207967	Beavers	Billy & Marie	1913 Galveston Alley Port Bolivar TX 77650	6/18/2010
213	6/30/2010	3200-0000-0127-000	R216136	Mackowski-Tomberlin	Donna	1352 Emerald Dr Crystal Beach TX 77650	5/27/2010
214	6/30/2010	3700-0000-0213-000	R216219	O'Sullivan	Janette	1340 Emerald Crystal Beach TX 77650	6/2/2010
215	6/30/2010	3755-0002-0018-000	R216790	Burtin	Robert R	1981 Avenue J Crystal Beach TX 77650	6/4/2010
216	6/30/2010	3956-0000-0007-001	R386181	Bruce	Catalina	1952 Avenue J Crystal Beach TX 77650	6/10/2010
217	6/30/2010	3760-0002-0064-001	R403925	Kupawa	Linda	803 Kahla St Crystal Beach TX 77650	6/3/2010
218	7/7/2010	4215-0000-0008-000	R425377	Bank of American Home Loan Servicing LP		35905 Jamaica Beach Rd Jamaica Beach, TX 77554	4/20/2010
219	7/7/2010	2205-0000-0526-000	R172735	Ruggins	Mary	1512 Mabry Gilchrist TX 77617	6/11/2010
220	7/7/2010	4040-0000-0021-000	R172899	Cranet	Alan	2532 Hwy 87 Gilchrist TX 77617	6/7/2010
221	7/7/2010	1610-0001-0012-000	R176777	Beasley	William E	1034 Dolphin St Gilchrist TX 77617	6/17/2010
222	7/7/2010	2210-0004-0007-001	R176966	White	Harold L	986 Johnson Gilchrist TX 77617	6/16/2010
223	7/7/2010	2935-0000-0010-000	R177071	Seyne	George A & Corbie M	997 Bluestein Gilchrist TX 77617	6/21/2010
224	7/7/2010	2956-0002-0008-000	R177133	Cross	Erwelle	1020 N Gayle St Gilchrist TX 77617	6/22/2010
225	7/7/2010	2958-0002-0006-000	R177259	Mallet	Carol	918 Church St Gilchrist TX 77617	5/25/2010
226	7/7/2010	3776-0002-0026-000	R177362	McCull	Kenneth Lee	1115 Fagards Ship Rd Gilchrist TX 77617	6/20/2010
227	7/7/2010	3585-0005-0000-001	R177493	Kent	Jan	987 Weber Gilchrist TX 77617	6/21/2010
228	7/7/2010	0064-0091-0000-000	R177852	Wood	Terry	1738 Hwy 87 Gilchrist TX 77617	6/24/2010
229	7/7/2010	0054-0095-0000-000	R177853	Baccigalopi	Ted & Marcelle	1794 Hwy 87 Gilchrist TX 77617	6/16/2010
230	7/7/2010	6180-0000-0095-000	R178102	Hayburn	Michael G. & Alberta A	1039 Hollow One Gilchrist TX 77617	5/29/2010
231	7/7/2010	6040-0000-0032-000	R178924	Mearx	David	2000 Tropicana Dr Crystal Beach TX 77650	6/16/2010
232	7/7/2010	6363-0001-0013-000	R180306	Golden	James S	3490 Smiths Point Crystal Beach TX 77650	6/17/2010
233	7/7/2010	7120-0007-0007-000	R180961	Carver	David	2771 Tradewind Ln Crystal Beach TX 77650	6/21/2010
234	7/7/2010	2670-0000-0033-000	R215566	Greenwood	Michael E	854 Bueth Crystal Beach TX 77650	6/15/2010

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No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
235	7/17/2010	3201-0002-0004-000	81234551	Palmer	Charles D. & Brenda S	3003 Eastview Crystal Beach TX 77650	6/15/2010
236	7/17/2010	3356-0000-0004-000	81237980	Andrus	Jay L	1542 Avenue J Crystal Beach TX 77650	6/19/2010
237	7/17/2010	3315-0000-0003-000	81302244	Seash	Allen	3527 Alana Crystal Beach, TX 77650	6/17/2010
238	7/17/2010	3315-0000-0005-000	81238246	Thickell	Stephen	435 Alana Crystal Beach TX 77650	6/17/2010
239	7/17/2010	3320-0002-0008-000	81340229	Carver	David	2773 Emerald Ln Crystal Beach, TX 77650	6/21/2010
240	7/28/2010	3115-0000-0001-000	81702771	Lopez	Philis	3540 Lina Gilchrist TX 77617	7/13/2010
241	7/28/2010	3115-0000-0002-000	81703556	Drago Realty Associates	Joseph P Drago	350 Miami Gilchrist, TX 77617	7/13/2010
242	7/28/2010	1204-0000-0010-000	81722194	Spotts	Dean A.	2680 Hwy 87 Gilchrist TX 77617	7/13/2010
243	7/28/2010	1204-0000-0021-000	81722865	Glossi	David	2762 Hwy 87 Gilchrist TX 77617	6/24/2010
244	7/28/2010	1204-0000-0008-000	81722359	Barnes	Olana	1058 Pennington Gilchrist TX 77617	6/30/2010
245	7/28/2010	4040-0000-0011-000	81728797	Creset	Freddy R & Theta D	2444 Hwy 87 Gilchrist TX 77617	7/14/2010
246	7/28/2010	4040-0000-0013-000	81778881	Kandis	Dean A.	2460 Hwy 87 Gilchrist TX 77617	7/14/2010
247	7/28/2010	1590-0002-0027-000	81768585	Evans	Dwain M	1008 Deans Gilchrist TX 77617	7/2/2010
248	7/28/2010	1435-0000-0064-000	81768553	Coyner	Andrew	1110 Beachfront Gilchrist, TX 77617	7/13/2010
249	7/28/2010	2955-0002-0008-000	81770522	Occoppo	Wally Jo	976 Gayle St Gilchrist TX 77617	7/13/2010
250	7/28/2010	2955-0002-0008-000	81771364	Williamson	Jackie & Carolyn	1010 Gayle St Gilchrist TX 77617	6/24/2010
251	7/28/2010	2955-0003-0009-002	81771553	Werner	Kenneth	1008 Margaret Rd Gilchrist TX 77617	7/13/2010
252	7/28/2010	2957-0002-0001-000	81772005	Summers	Betty	593 Margaret Rd Gilchrist TX 77617	6/8/2010
253	7/28/2010	3585-0012-0000-002	81775225	Garcia	Mary C & Cathy	981 Fagardas Rd Gilchrist TX 77617	6/21/2010
254	7/28/2010	3586-0023-0004-000	81775758	McCall, Jr.	Leroy	987 Evans Gilchrist TX 77617	6/21/2010
255	7/28/2010	3586-0023-0006-000	81775890	McCall, Jr	Leroy	979 Evans Gilchrist TX 77617	6/21/2010
256	7/28/2010	3587-0014-0009-000	81777721	Bendall	Mary	1033 Gulf Supply Rd Gilchrist TX	7/13/2010
257	7/28/2010	3587-0014-0011-000	81777722	Howard	John	1039 Gulf Supply Rd Gilchrist TX 77617	7/13/2010
258	7/28/2010	3587-0011-0028-000	81777799	Wang	Niki	1080 Blacks Ship Gilchrist TX 77617	6/22/2010
259	7/28/2010	7536-0000-0013-000	81782133	Cramer	Alan	903 George St Gilchrist, TX 77617	6/25/2010
260	7/28/2010	4050-0000-0019-000	81789370	Hodge	Charles W.	945 Gulf Rd. Crystal Beach, TX 77650	7/13/2010
261	7/28/2010	4050-0000-0032-000	81792029	Bland	Juliet & Steve	2512 Holiday Dr Crystal Beach TX 77650	6/28/2010
262	7/28/2010	6285-0000-0008-000	81800090	McFertill Properties LLC	Tom	2698 Gillespie Crystal Beach TX 77650	6/28/2010
263	7/28/2010	5960-0050-0015-000	81807219	Desormeaux	Larry J	1404 Front Ave Port Bolivar, TX 77650	7/14/2010
264	7/28/2010	5960-0050-1003-001	81807888	Carier	Daniel	13810 Holston Alley Port Bolivar TX 77650	6/23/2010
265	7/28/2010	6280-0014-0009-000	81808568	LaGrappe	Bryan	641 Trout Blvd Crystal Beach TX 77650	7/14/2010
266	7/28/2010	6180-0003-0051-000	81808274	McKay	M.A.	1128 Rolliver Cr Gilchrist TX 77617	7/14/2010
267	8/4/2010	4009-0000-0002-000	81799310	Wadsworth	Robert A.	3525 South Rd Gilchrist TX 77617	7/14/2010
268	8/4/2010	1825-0002-0004-002	81746921	Crainshaw	John E Estate of Rita D Crainshaw	3776 Dolly St Gilchrist TX 77617	7/16/2010
269	8/4/2010	5955-0001-0008-000	81740823	Chen	Anthony, Chi-Wa.	999 Bay Street Gilchrist TX 77617	7/14/2010
270	8/4/2010	2955-0003-0004-000	81777025	Prayer	Craig	981 Gayle Gilchrist TX 77617	7/14/2010
271	8/4/2010	2957-0003-0006-000	81777250	Quiders	Edna G & Boris Lunell	575 ELIZABETH ST GILCHRIST TX 77617	7/14/2010

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272	3/16/2010	1204-0000-0003-000	R172187	Bernhardt, Jr	Randall J	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
273	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
274	3/16/2010	1204-0000-0003-000	R172187	Husband	Sandra	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
275	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
276	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
277	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
278	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
279	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
280	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
281	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
282	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
283	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
284	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
285	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
286	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
287	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
288	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
289	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
290	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
291	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
292	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
293	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
294	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
295	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
296	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
297	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
298	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
299	3/16/2010	1204-0000-0003-000	R172187	Husband	Guy B & Charlotte	2626 Hwy 87 Gilchrist TX 77617	3/16/2010
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**COMMISSIONER'S COURT BUYOUT LIST 4/05/2011 COURT ACTION DATE**

No	Court Action Date	CCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
308	9/23/2010	2953-0002-0006-000	R177050	Kunipnick	Henry	986 Gayle St Gilchrist TX 77637	9/23/2010
309	9/23/2010	7728-0038-0035-000	R213576	Curran	Patricia J	4022 Bayway Ln Highwood TX 77663	9/23/2010
310	9/23/2010	1865-0009-0121-000	R214684	Eschewe-Hatchik	Karen A	824 East Rd Crystal Beach TX 77650	9/23/2010
311	9/23/2010	1865-0009-0121-000	R214684	Eschewe-Hatchik	Karen A	824 East Rd Crystal Beach TX 77650	9/23/2010
312	9/23/2010	1865-0009-0122-001	R214685	Eschewe-Hatchik	Karen A	828 East Rd Crystal Beach TX 77650	9/23/2010
313	9/23/2010	1865-0009-0122-002	R214686	Eschewe-Hatchik	Karen A	838 East Rd Crystal Beach TX 77650	9/23/2010
314	9/23/2010	1865-0009-0123-000	R213574	Kline	Sandra	849 Lazy Ln Crystal Beach TX 77650	9/23/2010
315	9/23/2010	3280-0003-0508-000	R216488	Kline	Sandra	773 Townsend Crystal Beach TX 77650	9/23/2010
316	9/15/2010	4187-0000-0000-013	R125430	Bradley	Elizabeth	16501 Jamaica Beach Rd Jamaica Beach TX 77554	8/23/2010
317	9/15/2010	4040-0000-0025-000	R172893	Schoeman	Cary	2534 Hwy 87 Gilchrist TX 77617	8/24/2010
318	9/15/2010	2210-0003-0075-000	R176965	Quinn	Lisa & Phillip	1355 Keith Ave Gilchrist TX 77617	9/1/2010
319	9/15/2010	7120-0010-0001-000	R180996	McCracken	Ronald L	2750 Tradewind Crystal Beach TX 77650	8/29/2010
320	9/15/2010	1845-0002-0008-000	R214532	Brewer	Roy V	1816 Pompano Ln Crystal Beach TX 77650	8/14/2010
321	9/15/2010	2119-0000-0007-000	R170961	Armstrong	Doris M	830 Miami St Gilchrist TX 77617	9/1/2010
322	9/22/2010	4315-0002-0004-000	R177916	Hensaud	Albert	984 Pontiff St Gilchrist TX 77617	9/5/2010
323	9/22/2010	2900-0003-0001-000	R215872	Cnbb	C Haden	1865 Croaker St Crystal Beach TX 77650	9/1/2010
324	9/22/2010	3755-0001-0005-000	R217669	Burtin	Robert R	1980 Avenue J Crystal Beach TX 77650	9/1/2010
325	9/28/2010	1204-0000-0001-000	R172185	Emerald	A. John	2610 Hwy 87 Gilchrist TX 77617	9/14/2010
326	9/29/2010	3585-0011-0000-008	R177517	Golden/Estate of Luann Gold	Dewey Kent	989 Alicia Dr Gilchrist TX 77617	9/8/2010
327	9/29/2010	0064-0116-0000-000	R178055	Deasy	Mike W & Kathie	967 Bauer St Gilchrist TX 77617	9/10/2010
328	9/29/2010	4980-0004-0028-000	R179430	Freeman	Bill & Patricia	966 S Stungaree Crystal Beach TX 77650	9/6/2010
329	9/29/2010	6270-0001-0018-000	R180361	Davis	Barry J & Roberta Rita	3168 Gulf Castle Crystal Beach TX 77650	8/31/2010
330	9/29/2010	3200-0000-0016-000	R216034	Spiker	Renea	950 Wommark Crystal Beach TX 77650	9/8/2010
331	9/28/2010	1610-0004-0010-001	R309443	Dewils	Charles	1047 Buck Shot Gilchrist TX 77617	9/8/2010

COMMISSIONER'S COURT BUYOUT LIST 4/05/2011 COURT ACTION DATE

No	Court Action Date	GCAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
394	2/18/2011	2119-0000-0011-000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	1/25/2011
395	2/18/2011	5045-0004-0000-000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2/1/2011
396	2/18/2011	2275-0000-0001-002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
397	2/18/2011	0064-0052-0000-000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	1/28/2011
398	2/18/2011	2955-0002-0003-000	R177085	Heintz	Harry Frank III	985 Hwy 87 Gilchrist TX 77617	1/31/2011
399	2/18/2011	2956-0004-0007-000	R177168	Heag	Kenneth & Julia	3012 Elizabeth St Gilchrist TX 77617	1/28/2011
400	2/18/2011	3587-0013-0007-000	R177592	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	1/31/2011
401	2/18/2011	0064-0078-0000-001	R178152	Zimmerman	Frank & Jane W	1686 Hwy 87 Gilchrist TX 77617	1/27/2011
402	2/18/2011	0064-0119-0000-000	R178221	Huffard Jr	Lowell	975 Geary Gilchrist TX 77617	1/24/2011
403	2/18/2011	0054-0118-0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	1/25/2011
404	2/18/2011	4050-0000-0344-000	R179220	George	Bonita	2558 Holiday Dr Crystal Beach TX 77650	1/12/2011
405	2/18/2011	7120-0012-0002-000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	1/27/2011
406	2/18/2011	4750-0026-0007-000	R211977	MESSINA	MARY BETH & MICHAEL R	4419 STRAND AVE Pt Belvoir TX 77650	2/2/2011
407	2/18/2011	0084-0901-0002-000	R296602	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	1/13/2011
408	2/18/2011	3587-0020-0003-001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	1/27/2011
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415	3/6/2011	2119-0000-0011-000	R170365	Roberts	Judith	843 Miami Gilchrist TX 77617	2/25/2011
416	3/6/2011	5045-0004-0000-000	R171493	Sutton	William	970 Fletcher Ln Gilchrist TX 77617	2/1/2011
417	3/6/2011	2275-0000-0001-002	R171501	Sutton	William	982 Fletcher Ln Gilchrist TX 77617	2/1/2011
418	3/6/2011	0064-0052-0000-000	R176663	Brown	Stanley & June	1570 Hwy 87 Gilchrist TX 77617	2/1/2011
419	3/6/2011	2955-0002-0003-000	R177085	Heintz	Harry Frank III	985 Hwy 87 Gilchrist TX 77617	2/1/2011
420	3/6/2011	2956-0004-0007-000	R177168	Heag	Kenneth & Julia	3012 Elizabeth St Gilchrist TX 77617	2/1/2011
421	3/6/2011	3587-0013-0007-000	R177592	Roberts	Judith	1036 Faggards Rd Gilchrist TX 77617	2/1/2011
422	3/6/2011	0064-0078-0000-001	R178152	Zimmerman	Frank & Jane W	1686 Hwy 87 Gilchrist TX 77617	2/1/2011
423	3/6/2011	0064-0119-0000-000	R178221	Huffard Jr	Lowell	975 Geary Gilchrist TX 77617	2/1/2011
424	3/6/2011	0054-0118-0000-000	R178223	Sather	Brian	976 Butterfield Ln Gilchrist TX 77617	2/1/2011
425	3/6/2011	4050-0000-0344-000	R179220	George	Bonita	2558 Holiday Dr Crystal Beach TX 77650	2/1/2011
426	3/6/2011	7120-0012-0002-000	R181014	King	Douglas & Bruce	2820 Tradewind Ln Crystal Beach TX 77650	2/1/2011
427	3/6/2011	4750-0026-0007-000	R211977	MESSINA	MARY BETH & MICHAEL R	4419 STRAND AVE Pt Belvoir TX 77650	2/1/2011
428	3/6/2011	0084-0901-0002-000	R296602	Husband	Guy & Charlotte	982 Mazzu St Gilchrist TX 77617	2/1/2011
429	3/6/2011	3587-0020-0003-001	R381104	Frederick	Katherine Ann	1035 Blacks Slip Gilchrist TX 77617	2/1/2011
430	3/6/2011						
431	3/15/2011	1204-0000-0035-000	R172219	Furnace	John	2860 Hwy 87 Gilchrist TX 77617	2/13/2011
432	3/15/2011	0054-0010-0000-000	R173807	Wilkes	Brenda	958 Duff Maverick Gilchrist TX 77617	2/9/2011
433	3/15/2011	1610-0003-0007-000	R176804	Lothart	Judith	1030 Buck Shot Gilchrist TX 77617	2/18/2011
434	3/15/2011	2856-0001-0007-002	R177257	Rozelle	Ray	982 Kirke Rd Gilchrist TX 77617	2/18/2011
435	3/15/2011	3276-0003-0070-000	R177442	Sparks	Michael	1279 Waco Gilchrist TX 77617	2/9/2011
436	3/15/2011	3587-0002-0014-000	R177642	Henderson	Don	1063 Hamm Rd Gilchrist TX 77617	2/9/2011
437	3/15/2011	3587-0021-0040-000	R177804	Piazza Sr	Joseph	1104 Blacks Slip Rd Gilchrist TX 77617	2/18/2011
438	3/15/2011	1840-0000-0011-000	R177817	Burgin	Melissa	1176 Blacks Slip Rd Gilchrist TX 77617	2/15/2011
439	3/15/2011	4467-0001-0014-000	R179235	Koehler	Michael	3326 Treasure Ln Crystal Beach TX 77650	2/9/2011
440	3/15/2011	7724-0000-0025-000	R213017	Richie	Ruth	4633 Hwy 6 Hitchcock TX 77563	2/15/2011
441	3/15/2011	3201-0003-0049-000	R216556	Doherty	Timothy & Michelle	2024 Seaside Crystal Beach TX 77650	2/15/2011
442	3/15/2011	6895-0000-0001-000	R218109	Beck	Charles & JoAnn	800 Mr G Crystal Beach TX 77650	3/1/2011
443	3/15/2011	3585-0006-0000-001	R404043	Shields	Henry & Sharon	2210 Hwy 87 Gilchrist TX 77617	2/15/2011

COMMISSIONER'S COURT BUYOUT LIST 4/05/2011 COURT ACTION DATE

No	Court Action Date	GLAD Number	Property ID	Owner's Last Name	Owner's First Name	Damaged Property Address	Presented Offer Date
444	3/22/2011	2118-0000-0004-002	R170282	Draper	E. Lin	947 Casa Mare, Gilchrist TX 77617	3/3/2011
445	3/22/2011	3045-0003-0000-000	R171492	J. Broussard Partnership	James C	951 Edison Ln Gilchrist TX 77617	2/28/2011
446	3/22/2011	3084-0019-0000-000	R173818	Krapp	Roberta	958 Red Oak Run Gilchrist TX 77617	2/28/2011
447	3/22/2011	2558-0011-0000-002	R177248	Henson	Rodney & Donna	964 Kines Rd Gilchrist TX 77617	2/13/2011
448	3/22/2011	2868-0001-0008-001	R177258	Laney	James & Cheryl	985 Main St, Gilchrist TX 77617	2/28/2011
449	3/22/2011	2894-0002-0012-000	R177275	Todtman	Daniel	981 Kila Rd Gilchrist TX 77617	2/28/2011
450	3/22/2011	3268-0003-0003-000	R177282	Baynes, Williams	Shelia, James	988 Hebert St, Gilchrist TX 77617	2/22/2011
451	3/22/2011	3276-0002-0008-000	R177597	Robbins	Cliff & Shannon	1036 Foyards Slip Rd, Gilchrist TX 77617	2/15/2011
452	3/22/2011	3386-0025-0005-000	R177597	Tully	Ann	981 Elm Rd, Gilchrist TX 77617	3/2/2011
453	3/22/2011	4467-0001-0003-000	R178224	Lawton	George	3716 Treasure Ln, Crystal Beach TX 77650	2/11/2011
454	3/22/2011	4467-0001-0012-000	R178233	Melton	James & Lynda Kay	3318 Treasure Lane Crystal Beach TX 77650	3/8/2011
455	3/22/2011	5673-0000-0178-000	R179886	Chidlow	Wayne	2484 Gamora St, Crystal Beach TX 77650	2/11/2011
456	3/22/2011	6285-0000-0005-000	R180087	Properties Lc	JFW	2680 Gillespie, Crystal Beach TX 77650	3/1/2011
457	3/22/2011	6550-0001-0014-000	R186382	Babin	Brian	3630 Tarpon Way Crystal Beach TX 77650	4/16/2010
458	3/22/2011	6550-0001-0015-000	R186383	Babin	Brian	3628 Tarpon Way Crystal Beach TX 77650	4/16/2010
459	3/22/2011	6550-0001-0016-000	R186384	Babin	Brian	3610 Tarpon Way Crystal Beach TX 77650	4/16/2010
460	3/22/2011	7251-0003-0004-000	R213100	Garcia	Felicia	4235 Pelican, Hitchcock, TX 77553	2/15/2011
461	3/22/2011	3201-0004-0051-000	R216557	Moore	Steve	2020 Seaside, Crystal Beach TX 77650	2/15/2011
462	3/22/2011	3201-0004-0055-000	R216557	Tucker	John & Vicki	2008 Seaside, Crystal Beach TX 77650	3/3/2011
463	3/22/2011	3666-0000-0008-000	R217385	Cassler	Debra	1656 Avenue J, Crystal Beach TX 77650	2/25/2011
464	3/22/2011	2876-0000-0020-000	R221788	Fulkert	Dennis & Patricia	329 Altman, Crystal Beach TX 77650	2/13/2011
465	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
466	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
467	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
468	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
469	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
470	3/22/2011	6897-0000-0001-000	R425053	Williams	Gene & Ruth	2514 E Howell, Crystal Beach TX 77650	2/23/2011
471	4/5/2011	1919-0003-0017-000	R313311	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
472	4/5/2011	2535-0000-0011-000	R177972	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
473	4/5/2011	3276-0003-0002-000	R177972	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
474	4/5/2011	2535-0002-0004-000	R177972	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
475	4/5/2011	7335-0002-0017-000	R177972	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
476	4/5/2011	3200-0000-0007-000	R216557	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011
477	4/5/2011	3585-0003-0005-000	R305653	Moore	James	9411 Main St, Gilchrist TX 77617	2/28/2011

Contracts to be signed on 4/05/2011

Total Contracts

2

477

## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 15 day of MARCH, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Clara S Gregg, ("Seller")**, regardless of the number of signatories

**County** is acting under a federal grant from the Texas Division of Emergency Management (IDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 1015 Dolphin St Gilchrist TX 77617, Legal Description Abstract 64, E Franks, Lot 17, Block 2, Bayview Addition

**Seller** represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **\$12,000.00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances

2 **County** agrees to pay **Seller** for said Premises the sum of **\$12,000.00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title

3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **\$95,000.00** with deductions for any insurance payment received by **SELLER** for structural damage from flood insurance of **\$88,000.00** and structural damage from wind insurance of **\$19,243.76** and **\$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **\$0.00** for Other Needs Assistance (ONA) for which **SELLER** cannot document as expended on repair of the damaged structure, and a reimbursement of **\$0.00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of **\$16,000.00**

4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement

5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds. **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits

6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to **County**. **Seller** also agrees to execute now and in the future, any and all documents required by **County** and/or **GDEM** to complete this transaction and to comply with **County**, state or federal regulations relating to the federal grants

7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County**. The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal

8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**

9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed.

10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R176801



11 Seller acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by Seller as a result of executing this **Contract for Sale**, and/or for selling the **Premises to County**.

12 This **Contract for Sale** is binding upon Seller's and County's heirs, executors, successors and assigns

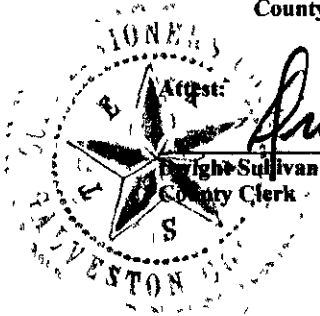
DATED this 15 day of March, 2011

Clara S. Gregg  
Seller Signature

Clara S. Gregg  
Seller Printed Name

Galveston County

By: Mark Henry  
Mark Henry  
County Judge



Attest: Dwight A. Sullivan  
Dwight A. Sullivan  
County Clerk

R176801



## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 22 day of March, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Michael Mann, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 988 Bluestein St, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS LOTS 1113 & 15 W A DAVIS

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily, and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 Seller agrees to sell the Premises described above to County for the sum of \$61,817.77 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$61,817.77 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$225,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$149,100.00 and structural damage from wind insurance of \$24,991.31 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$31,515.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed
- 10 Seller understands this is a voluntary transaction Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R177092

11 Seller acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by Seller as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to County.

12 This **Contract for Sale** is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 22 day of march, 2011

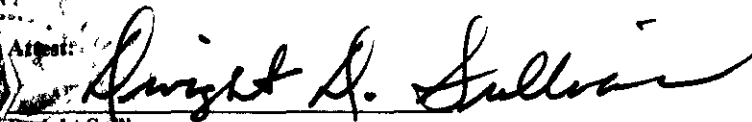
  
Seller Signature

Michael Mann  
Seller Printed Name

Galveston County

By:   
Mark Henry  
County Judge



Affest:   
Dwight A. Sullivan  
County Clerk

R177072

FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

~~THIS AGREEMENT~~ is made and entered into this 18 day of March, 2011, by and between Galveston County, a political subdivision of the State of Texas ("County"), and Bruce Fütter, ("Seller"), regardless of the number of signatures.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and/or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 1032 Faggards Slip Rd, Gilchrist TX 77617, Legal Description: ABST 64 E FRANKS LOT 5 BLK 1 FAGGARDS SLIP EXTN

Seller represents and understands:

- The Premises was damaged by flood;
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows


- 1 Seller agrees to sell the Premises described above to County for the sum of \$20,250.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
2. County agrees to pay Seller for said Premises the sum of \$20,250.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
3. Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$27,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$0.00 and structural damage from wind insurance of \$0.00 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added.
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
9. Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed
10. Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits.

R177308

11 Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County.

12 This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns.

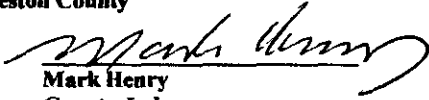
DATED this 18 day of November, 2011

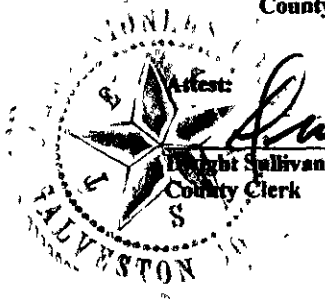
  
Seller Signature


Bruce Flitter  
Seller Printed Name

Galveston County

By:

  
Mark Henry  
County Judge



Attest:  
  
Dwight A. Sullivan  
County Clerk

R177308

## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 19 day of March, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **Daniel Bach, ("Seller")**, regardless of the number of signatories

**County** is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 993 Austin Dr, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS TD LOTS 14 and 15 BLK 2 VIZARD 1ST ADDN 50 X 150 FT

**Seller** represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

- 1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **\$61,345.79** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances
- 2 **County** agrees to pay **Seller** for said Premises the sum of **\$61,345.79** payable at closing after the acceptance of this Agreement and approval of **Seller's** title
- 3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **\$145,000.00** with deductions for any insurance payment received by SELLER for structural damage from flood insurance of **\$0.00** and structural damage from wind insurance of **\$63,205.62** and **\$0.00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **\$0.00** for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of **\$0.00** for certain repairs for which receipts were provided have been added
- 4 **Seller's** proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the Premises cannot and will not duplicate benefits received by **Seller** for the same or from any other funds **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the Premises to **County** **Seller** also agrees to execute now and in the future, any and all documents required by **County** and/or GDEM to complete this transaction and to comply with **County**, state or federal regulations relating to the federal grants
- 7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises** Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County** The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal
- 8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**
- 9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed
- 10 **Seller** understands this is a voluntary transaction Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**, and will not claim any such benefits

R178184

11 Seller acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by Seller as a result of executing this **Contract for Sale**, and/or for selling the **Premises to County**.

12 This **Contract for Sale** is binding upon Seller's and County's heirs, executors, successors and assigns

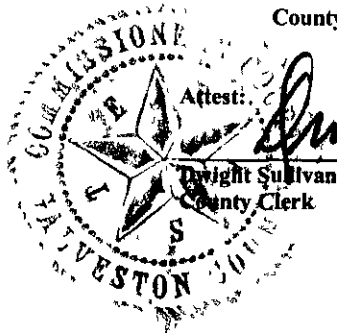
DATED this 19 day of March, 2011

Daniel Bach  
Seller Signature

Daniel Bach  
Seller Printed Name

Galveston County

By. Mark Henry  
Mark Henry  
County Judge



Attest: Dwight A. Sullivan  
Dwight Sullivan  
County Clerk

R178184

## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 16<sup>TH</sup> day of MARCH, 2011, by and between **Galveston County a political subdivision of the State of Texas ("County")**, and **David Jennings & Lynne Jennings ("Seller")** regardless of the number of signatories

**County** is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from **Seller** all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 981 Austin Dr, Gilchrist TX 77617, Legal Description ABST 64 E FRANKS TD LOT 17 BLK 2 VIZARD 1ST ADDN 50 FT X 150

**Seller** represents and understands

- The **Premises** was damaged by flood,
- **Seller** qualifies for the assistance being granted under the federal grant,
- The **Seller** has no obligation to sell the **Premises** under this program and does so voluntarily, and
- That if **Seller** withdraws from this sale, **County** will not exercise its power of eminent domain but will release **Seller** from the terms and conditions of this Contract for Sale

The parties agree as follows

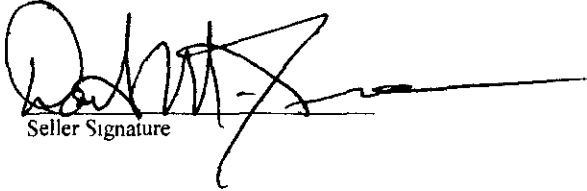
- 1 **Seller** agrees to sell the **Premises** described above to **County** for the sum of **\$37,500 00** and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said **Premises** in fee simple, clear of all liens and encumbrances
- 2 **County** agrees to pay **Seller** for said **Premises** the sum of **\$37,500 00** payable at closing after the acceptance of this Agreement and approval of **Seller's** title
- 3 **Seller** acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of **\$180,000 00** with deductions for any insurance payment received by **SELLER** for structural damage from flood insurance of **\$161,000 00** and structural damage from wind insurance of **\$0.00** and **\$0 00** for any Disaster Housing Assistance program (DHA) (structural repairs) and/or **\$0 00** for Other Needs Assistance (ONA) for which **SELLER** cannot document as expended on repair of the damaged structure, and a reimbursement of **\$0 00** for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of **\$50,000 00**
- 4 **Seller's** proceeds from the sale of the **Premises** shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 **Seller** understands that **Hazard Mitigation Grant Program** funds being used for the purchase of the **Premises** cannot and will not duplicate benefits received by **Seller** for the same or from any other funds. **Seller** agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 **Seller** will execute all necessary documents to transfer good and marketable fee simple title to the **Premises** to **County**. **Seller** also agrees to execute now and in the future, any and all documents required by **County** and/or **GDEM** to complete this transaction and to comply with **County**, state or federal regulations relating to the federal grants
- 7 **Seller** will not, without prior written notification to and written approval received from **County**, remove any improvements on the **Premises**. Upon application to remove such improvements **Seller** must provide appraisals of such improvements as is required by **County**. The value of the improvements allowed to be removed by **County**, as unilaterally determined by **County**, will be deducted from the purchase price at closing or, if post closing, paid by **Seller** to **County** within ten (10) days after removal
- 8 **Seller** agrees that no fixtures, materials or improvements to the real estate may be removed by **Seller** or by anyone acting under his direction or with his permission from the **Premises**
- 9 **Seller** also agrees that due to the price he is paid for the **Premises** and due to third party liability concerns, he will not be permitted by **County** to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the **Premises** will be reduced to correspond with the fair market value of the **Premises** less the fair market value of the materials removed
- 10 **Seller** understands this is a voluntary transaction. Accordingly, **Seller** further understand that he is not entitled to relocation benefits provided by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)** and will not claim any such benefits

R178187

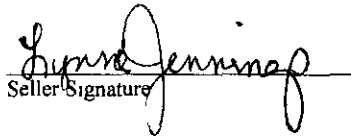
11 Seller acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by Seller as a result of executing this **Contract for Sale** and/or for selling the **Premises to County**

12 This **Contract for Sale** is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 16<sup>th</sup> day of MARCH, 2011

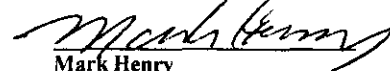
  
Seller Signature

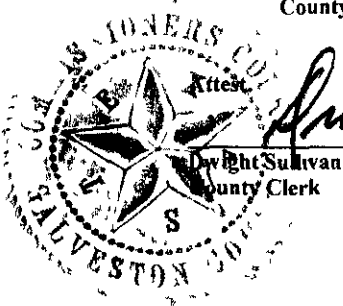
David Jennings  
Seller Printed Name


  
Seller Signature

Lynne Jennings  
Seller Printed Name

Galveston County

By   
Mark Henry  
County Judge



  
Dwight Q. Sullivan  
County Clerk

R178187



## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of March, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and James Wise & Billye Wise, ("Seller"), regardless of the number of signatories.

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit: 1332 Emerald Dr Crystal Beach TX 77650, Legal Description: Lots 296 and 297, Emerald Beach Abstract 179, Page 14.

Seller represents and understands:

- The Premises was damaged by flood;
- Seller qualifies for the assistance being granted under the federal grant;
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows:

- 1 Seller agrees to sell the Premises described above to County for the sum of \$210,000.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances.
- 2 County agrees to pay Seller for said Premises the sum of \$210,000.00 payable at closing after the acceptance of this Agreement and approval of Seller's title.
3. Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$400,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$135,000.00 and structural damage from wind insurance of \$80,644.09 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$280,000.00.
4. Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement.
5. Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits.
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants.
7. Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises.
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understand that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R216299

11. Seller acknowledges that he has had an opportunity to review this Contract for Sale, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this Contract for Sale fully understanding its terms and conditions and the nature thereof and that he Saves and Holds Harmless County, TDEM and TDHCA incurred by Seller as a result of executing this Contract for Sale, and/or for selling the Premises to County

12. This Contract for Sale is binding upon Seller's and County's heirs, executors, successors and assigns.

DATED this 17<sup>th</sup> day of March, 2011

Billve Wise  
Seller Signature

Billve Wise  
Seller Printed Name

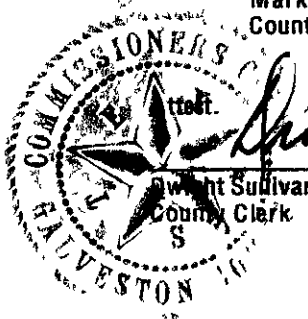
James C. Wise  
Seller Signature

James Wise  
Seller Printed Name

Galveston County

By: Mark Henry  
Mark Henry  
County Judge

Erin D. Sullivan  
Erin D. Sullivan  
County Clerk



R216299

## FLOOD DAMAGED PROPERTY CONTRACT FOR SALE

THIS AGREEMENT is made and entered into this 15<sup>th</sup> day of MARCH, 2011, by and between Galveston County a political subdivision of the State of Texas ("County"), and Robert Keith Downs, ("Seller"), regardless of the number of signatories

County is acting under a federal grant from the Texas Division of Emergency Management (TDEM) and /or Texas Department of Housing and Community Affairs (TDHCA) desires to purchase from Seller all that certain tract or parcel of land together with all improvements located thereon located in Galveston County, Texas ("Premises") more particularly described as follows, to-wit 986 Faggards Rd, Gilchrist TX 77617, Legal Description ABST 64 PAGE 8 LOT 5 BLK 13 GILCHRIST SUB

Seller represents and understands

- The Premises was damaged by flood,
- Seller qualifies for the assistance being granted under the federal grant,
- The Seller has no obligation to sell the Premises under this program and does so voluntarily; and
- That if Seller withdraws from this sale, County will not exercise its power of eminent domain but will release Seller from the terms and conditions of this Contract for Sale

The parties agree as follows

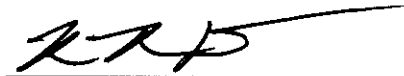
- 1 Seller agrees to sell the Premises described above to County for the sum of \$33,750.00 and to execute and deliver a good and sufficient General Warranty Deed conveying marketable title to said Premises in fee simple, clear of all liens and encumbrances
- 2 County agrees to pay Seller for said Premises the sum of \$33,750.00 payable at closing after the acceptance of this Agreement and approval of Seller's title
- 3 Seller acknowledges that the price to be paid for the property is seventy-five percent (75%) of the pre-flood value of \$120,000.00 with deductions for any insurance payment received by SELLER for structural damage from flood insurance of \$135,000.00 and structural damage from wind insurance of \$103,396.13 and \$0.00 for any Disaster Housing Assistance program (DHA) (structural repairs) and/or \$0.00 for Other Needs Assistance (ONA) for which SELLER cannot document as expended on repair of the damaged structure, and a reimbursement of \$0.00 for certain repairs for which receipts were provided have been added. Note that the above deduction of insurance resulted in a valuation of less than land value. Therefore, the valuation was increased to land value of \$45,000.00
- 4 Seller's proceeds from the sale of the Premises shall first be applied to satisfy all liens on the property, including real estate taxes, which are due and payable to the date of settlement
- 5 Seller understands that Hazard Mitigation Grant Program funds being used for the purchase of the Premises cannot and will not duplicate benefits received by Seller for the same or from any other funds. Seller agrees to return any disaster aid monies received if such monies amount to a duplicity of benefits
- 6 Seller will execute all necessary documents to transfer good and marketable fee simple title to the Premises to County. Seller also agrees to execute now and in the future, any and all documents required by County and/or GDEM to complete this transaction and to comply with County, state or federal regulations relating to the federal grants
- 7 Seller will not, without prior written notification to and written approval received from County, remove any improvements on the Premises. Upon application to remove such improvements Seller must provide appraisals of such improvements as is required by County. The value of the improvements allowed to be removed by County, as unilaterally determined by County, will be deducted from the purchase price at closing or, if post closing, paid by Seller to County within ten (10) days after removal
- 8 Seller agrees that no fixtures, materials or improvements to the real estate may be removed by Seller or by anyone acting under his direction or with his permission from the Premises
- 9 Seller also agrees that due to the price he is paid for the Premises and due to third party liability concerns, he will not be permitted by County to salvage any materials now or at time of demolition. Should such materials be removed, the purchase price for the Premises will be reduced to correspond with the fair market value of the Premises less the fair market value of the materials removed.
- 10 Seller understands this is a voluntary transaction. Accordingly, Seller further understands that he is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), and will not claim any such benefits

R308793

11 Seller acknowledges that he has had an opportunity to review this **Contract for Sale**, that he has had an opportunity, if he so chose, to engage the services of an attorney of his choice to review this document, that he has executed this **Contract for Sale** fully understanding its terms and conditions and the nature thereof and that he **Saves and Holds Harmless County, TDEM and TDHCA** incurred by Seller as a result of executing this **Contract for Sale**, and/or for selling the **Premises** to County.

12 This **Contract for Sale** is binding upon Seller's and County's heirs, executors, successors and assigns

DATED this 15<sup>th</sup> day of MARCH, 2011



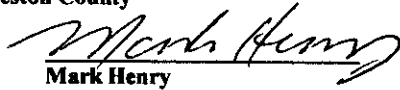
Seller Signature

Robert Keith Downs

Seller Printed Name

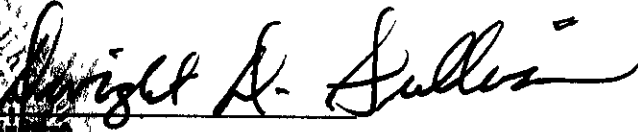
Galveston County

By:



Mark Henry  
County Judge





R308793

AGENDA

ITEM

#21b

# STATUTORY CHECKLIST

## 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Grant Recipient Galveston County Project Name Galveston County – 4014 1-3

Project Description (Include all actions which are either geographically or functionally related)

### DESCRIPTION

Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new facility will include approximately six (6) truck bays, meeting, office, storage, and sleeping spaces, new doors, windows, lights, flooring, ceiling, and plumbing fixtures, HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening. Grantee shall purchase and install one (1) two hundred thirty kilowatt (230 kW) permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Grantee shall construct a concrete pad for generator mounting and perform site work associated with construction. Construction of this new facility will ensure adequate fire protection for the city.

### LOCATION

Construction shall take place at Crystal Beach Fire and EMS located at 946 Noble Carl Drive, Crystal Beach, Texas

If this project is determined to be categorically excluded according to 24 CFR 58.35, then use Statutory Checklist for Categorical Excluded projects only

### **Compliance Factors:**

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A

Consultation  
Review  
Permits  
Required

Consistency  
Determination

Condition,  
Mitigation

### **Compliance Documentation**

Historic Preservation [36 CFR Part 800]		X			Consulted with the THC – No historic properties affected Contacted 11/5/10 Responded – 12/1/10
Floodplain Management [24 CFR 55, Executive Order 11988]		X			The project involves property acquisition, management, construction or improvements within (or will impact) a 100 year floodplain (Zones A or V) identified by FEMA Map 4854700124E  The 8-step process has been followed Early Public Notice 11/20/10 Notice of Explanation – 12/8/10  The project will not have a negative effect on the floodplain
Wetland Protection [Executive Order 11990]		X			According to NWI Wetland Mapper, a Freshwater Emergent Wetland exists on the southern edge of the property in concern and a Freshwater Emergent Wetland exists adjacent to the northwestern edge of the property in concern. A wetlands delineation study was completed to identify the exact location of the wetlands.  After reviewing the wetland delineation study, the project engineer indicated that there will be no dredging or fill into the wetland as a result of this project, thus no permits with the USACE will be required.  However, BMP's should be utilized wherever possible to prevent runoff into the wetlands. If BMP's are properly utilized, there should be no impact on adjacent wetlands.

**Compliance Factors:**

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A Consultation  
Review  
Permits  
Required

Consistency  
Determination

Condition  
Mitigation

**Compliance Documentation**

Coastal Zone Management Act [Sections 307(c), (d)]		X			According to the General Land Office and Google Maps, Galveston County is in a coastal zone. However, according to the Goecommmons website, the project is not near a coastal barrier.
Sole Source Aquifers [40 CFR 149], SDWA (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349)		X			The project is not located within a U.S. EPA-designated sole source aquifer watershed area per EPA Ground Water Office.
Endangered Species Act [50 CFR 402]		X			<p>After reviewing the County Endangered Species List (TDPW and USDFW), the habitat for no species listed on the USDFW County List occurs within the project area. However, the habitats for the following species listed on the TDPW and USDFW County Endangered Species Lists may occur within 300 feet of the project area:</p> <ul style="list-style-type: none"> <li>• Attwater's Greater Prairie-Chicken</li> <li>• Black Rail</li> <li>• Brown Pelican</li> <li>• Eskimo Curlew</li> <li>• Henslow's Sparrow</li> <li>• Reddish Egret</li> <li>• Snowy Plover</li> <li>• Southeastern Snowy Plover</li> <li>• White-faced Ibis</li> <li>• Wood Stork</li> <li>• Texas diamondback terrapin</li> <li>• Timber/Canebrake rattlesnake</li> </ul> <p>In addition, according to the Texas Department of Parks and Wildlife, there will be potential impacts to vegetation, federal regulations (Migratory Bird Treaty Act), Wetlands and Rare and Protected Resources.</p> <p>Recommendations include:</p> <ul style="list-style-type: none"> <li>• Vegetation - TPWD recommends that clearing of mature, native trees be avoided. Loss of vegetation should be minimized by using site planning and construction techniques designed to avoid and preserve existing trees, shrubs, grasses, and forbs. For impacts that are unavoidable, TPWD recommends transplanting the existing trees or replacing them at a ratio of 3 saplings for every tree lost. Whether transplanted or replaced, a survival of 85% should be achieved. TPWD recommends that native plant and forage species that are beneficial to wildlife endemic to the area be used in mitigation and landscaped areas.</li> <li>• Federal Regulation (Migratory Bird Treaty Act) - Recommendations: Construction activities such as, but not limited to, tree felling as well as vegetation clearing, trampling, or maintenance should occur outside the April 1 - July 15 migratory bird nesting season of each year the project is authorized and lasting for the life of the project. To comply with the MTBA, the proposed site should be surveyed for migratory bird nest sites prior to construction or future maintenance activities. Since raptors nest in late winter and early spring, all construction activities as identified above should be excluded from a minimum zone of 100 meters around any raptor.</li> </ul>

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				<p>nest during the period of February 1- July 15 (U S Fish and Wildlife Service Southwest Regional Office (Region 2) at (505) 248-6879 for further information )</p> <ul style="list-style-type: none"> <li>Wetlands - Recommendation If wetlands would be impacted by the proposed project, TPWD requests that the County of Galveston mitigate for all wetland impacts and prepare a wetland mitigation plan. The wetland mitigation plan should be developed in consultation with TPWD. Coordination of all impacts to the aquatic resources should be coordinated with Jamie Schubert with our Coastal Program ( 281-534-0135)</li> <li>Rare and Protected Resources - According to records in the Texas Natural Diversity Database (TXNDD), occurrences of the following species have been documented possibly within the proposed Galveston County project area: Natural Communities and Special Features, Migratory Bird Fallout Site and Colonial Waterbird Rookery. If either of the se natural communities or special features are suspected at the project site, contractor should immediately contact txndd@tpwd.state.tx.us.</li> </ul> <p>In addition, the TPWD recommends that Construction crews should be informed of the rare species that have potential to occur in the project county and should avoid disturbance to sensitive species if encountered during construction. Only personnel with a TPWD scientific collection permit are allowed to handle and move state listed species. For further information on the required permit please contact Chris Maldonado at (512) 389-4647. Further consultation with TPWD would be warranted upon detection of a Texas listed rare, threatened, or endangered species within or near the proposed project at any time prior to or during construction.</p> <p>TPWD also recommends that the Galveston County reseed disturbed soils with a mixture of grasses and forbs native to Galveston County. To enhance native grasses available to wildlife in the project area, TPWD recommends that Bermuda grass be avoided to the extent possible in reseeding efforts, though TPWD understands that slopes may require certain grasses to control erosion.</p> <p>After review of the County Endangered Species List (TDPW and USDFW), and consultation with both agencies, it was concluded that the project will not affect federally or state listed threatened, endangered, or special status species or their critical habitat. This finding is based upon the fact that: a) The habitat for such species does not exist, b) The habitat for such species may exist within 300 feet of the project site, but the project, which entails adding a generator to an existing water facility within a fenced, manicured location, should not affect the natural habitat in the area.</p> <p>TDPW &amp; USDFW - contacted 11/30/10 - responded 1/4/11</p>
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		X		<p>According to the U S Fish and Wildlife and Google Maps, the project is not located within one mile of a listed Wild and Scenic River.</p>
Clean Air Act [Sections 176(c), (d),		X		<p>According to the TCEQ, the project is located within a "non-attainment" area. Air pollution will be slightly increased during construction. In addition, once the new</p>



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and 40 CFR 6, 51, 93]					<p>facility has been constructed, operation of the facility and the additional vehicular traffic it will create will further increase air pollution</p> <p>The project is expected to have well below the allowable threshold for emissions. Effects of ambient air quality and the project's contribution to local air quality is expected to be negligible. The project will meet EPA Tier 3 regulation standards. Source – TCEQ Texas Attainment Status by Region</p>
Farmland Protection Policy Act [7 CFR 658]		X			<p>There are no mapped prime farmland soils within the project area. Source – NRCS Soil Data Mart, NRCS Web Soil Survey</p>
Environmental Justice [Executive Order 12898]		X			<p>No ROW or easement acquisitions would be required for this project. No displacements or negative impacts to minority or low income populations are anticipated from generator installation. Source – Site Observations</p>
Water Quality					<p>The project will not affect water quality. Source – County, project engineer and review of project application</p>
State/Local Statutes					<p>The project complies with state and local statutes. Source – County, project engineer and review of project application</p>
Noise Abatement and Control [24 CFR 51B]		X			<p>Temporary increase in ambient noise level is possible during construction of the project. Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will increase noise in the area. Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns. Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located.</p> <p>In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis. Therefore, abatement measures would not be required. The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters. The county will also perform maintenance and testing between 6am and noon per TCEQ 117.2030©. Source – TCEQ, site observations, aerial map of site</p>
Explosive and Flammable Operations [24 CFR 51C]		X			<p>The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. According to the EPA and TCEQ, there are no nearby Explosive and Flammable operations.</p> <p>However, there is currently a residential solid waste collection station set up on the property. This should not affect the project, as the solid waste is collected in trash containers and removed from the site.</p> <p>The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials, (iv) not located within 3,000 feet of a toxic or solid waste landfill site. Therefore, an ASTM</p>

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N/A

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**Compliance Documentation**

					Phase I report is not required Source: EPA National Priorities List TCEQ PST Registration Database EnviroMapper TCEQ Inventory of closed/abandoned landfills
Toxic Chemicals and Radioactive Materials [24 CFR 58.5(i)]		X			The subject and adjacent properties are free of Toxic Chemicals and Radioactive Materials which could affect the health or safety of occupants or conflict with the intended use of the subject property. According to the EPA and TCEQ there are no nearby toxic operations. However, they should not affect this project.  However, there is currently a residential solid waste collection station set up on the property. This should not affect the project as the solid waste is collected in trash containers and removed from the site.  The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent State list (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials. Therefore, an ASTM Phase I report is not required.  Source: EPA National Priorities List TCEQ PST Registration Database EnviroMapper TCEQ Inventory of closed/abandoned landfills
Airport Clear Zones and Accident Potential Zones [24 CFR 51D]					According to Google Maps, there are no airports in close proximity to the project sites. Therefore, there are no Airport Clear Zones and Accident Potential Zones within the project areas.
Solid Waste Disposal					There are no solid waste facilities near the project sites. Google maps and on-site observation.  However, there is currently a residential solid waste collection station set up on the property. This should not affect the project as the solid waste is collected in trash containers and removed from the site.

PREPARER SIGNATURE



DATE

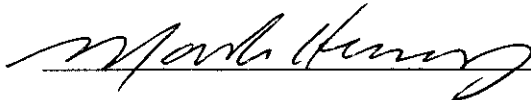
3/28/11

PREPARER NAME

Tim F. Glendening

**RESPONSIBLE ENTITY AGENCY**

OFFICIAL SIGNATURE



DATE

4/5/11

NAME, TITLE

Mark Henry, County Judge

# Environmental Assessment Checklist

Project Name and Identification No  
Galveston County – 4014 1-2 # DRS010052-4014-3

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING  REFERENCE NOTES
	NONE	MINOR	MAJOR		
<b>Land Development</b>					
Conformance with Comprehensive Plans and Zoning	X				Project complies with local plans, existing land use and zoning ordinance Source – TCDP grant application and Galveston County and City of Crystal Beach
Compatibility and Urban Impact	X				The project will be compatible with the area as it involves the construction of a new fire department / EMS facility within a residential neighborhood which is a common place to construct such facilities – Source – on-site observations
Slope	X				According to on-site observation and USDA Soil Survey maps, there are no steep slopes in the area and the project should not change the slope of the land
Erosion		X			According to USDA soil survey maps, the soil in the project areas have a potential for soil erosion Appropriate construction measures should be taken to minimize soil erosion at the project site
Soil Suitability	X				Based upon information from the USDA Soil Survey, the soil in the area is suitable for the project activities In addition, the project locations have been deemed as acceptable in the grant application Applicable engineering measures will be taken to ensure soil stability & suitability
Hazards and Nuisances Including Site Safety		X			<p>In general, no hazardous sites were observed during field investigations</p> <p>However, there is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site</p> <p>In addition, the project sites will not be safe for non-construction personnel Fencing/barricades and/or warnings signs will be utilized to prevent non-construction personnel from entering the sites</p> <p>In addition, prior to construction, appropriate dig tests should be conducted (where necessary) to ensure no gas or other hazardous utility lines are in the project area In addition, the location of any flammable or hazardous containers located on the property should also be located so appropriate precautions can be made</p>
Energy Consumption		X			During and after construction , energy consumption (fuel and electricity) will slightly increase However, adequate energy is available in the area
<b>Noise</b>					
Effects of Ambient Noise on Project and Contribution to Community Noise Levels		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will

					<p>increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located</p> <p>In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis Therefore, abatement measures would not be required The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters The county will also perform maintenance and testing between 6am and noon per TCEQ 117 2030© Source TCEQ, site observations, aerial map of site</p>
<b>Air Quality</b>					
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels		X			<p>During construction, air pollution in the area will be slightly increased However, the effects are negligible and no facilities to be constructed are listed in (42 U S C § 7401 et seq ) of the Clean Air Act No significant impact is expected</p>
<b>Environmental Design, Historic Values and Urban Impact</b>					
Visual Quality Coherence, Diversity, Compatible Use and Scale	X				<p>The project will not negatively affect the visual quality, coherence or diversity of the area and is compatible with the use and scale of the area because the facility to be constructed is commonly built within areas similar to the proposed area Source – on-site observations and aerial photos</p>

# Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING
	NONE	MINOR	MAJOR		REFERENCE NOTES
Socioeconomic					
Demographic Character Changes	X				This project is not expected to affect the demographic character of the area Source – On-site observations and planning consultant
Displacement	X				No displacement of persons or businesses will occur as no easements are ROW will need to be acquired Source – on-site observations, project map and discussions with County officials
Employment and Income Patterns		X			This project is not expected to have any major affects on employment or income patters of the area However, the new facility could cause the creation of a few new jobs in the community
Community Facilities and Services.					
Educational Facilities	X				According to on-site observations and Google Maps, there are no school related facilities in close proximity of the project areas
Commercial Facilities	X				According to on-site inspections, no construction activities are along roadways which are used to access major commercial facilities and no major commercial buildings are in the project area As such, no commercial disruption is expected Source – On-site observations and Google Maps No adverse impacts are expected
Health Care	X				According to local observations and Google Maps, there are no health care facilities in the project area No adverse impacts are expected
Social Services	X				According to local observations, there are no social service facilities in the project area No adverse impacts are expected
Solid Waste	X				According to local observations and the county list of closed landfills, there are no solid waste facilities near the project site A by-product of construction will include a temporary increase in solid waste generation There are adequate facilities to handle the increase waste in the area  There is currently a residential solid waste collection station set up on the property This should not affect the project, as the solid waste is collected in trash containers and removed from the site  No adverse impacts are expected
Waste Water		X			This project should not affect wastewater in the area However, the new building will be connected to a citywide sanitary sewer system and will generate additional waste to it There are adequate facilities to handle the additional waste Source – on-site observation and review of performance statement in contract between the city and TDRA
Storm Water		X			The project will decrease permeable land However, the non-permeable area is minimal and should not negatively affect storm water flows – Source project description and FEMA

					maps
Water Supply		X			This project should not affect water supply in the area. However, the new facility will increase water demand in the area. Source – on-site observation and review of performance statement in contract between the city and TDRA.
Public Safety	Police	X			This project should not affect public safety as it relates to police as all work will occur on existing, vacant property. On-site observations and review of performance statement in contract between city and TDRA.
	Fire		X		The project includes constructing a new fire station / EMS facility and adding a new generator to it, both of which are positive effects.  Since construction will take place on vacant property, fire/EMS response times should not be affected. On-site observations and review of performance statement in contract between city and TDRA.
	Emergency Medical		X		The project includes constructing a new fire station / EMS facility and adding a new generator to it, both of which are positive effects.  Since construction will take place on vacant property, fire/EMS response times should not be affected. On-site observations and review of performance statement in contract between city and TDRA.
Open Space and Recreation	Open Space	X			The project should not directly affect open space as no work will take place in any designated Open Space areas. On-site observations, Google and review of city maps.
	Recreation	X			The project should not directly affect recreation in the area as no work will take place in or near any recreational areas. On-site observations, Google and review of city maps.
	Cultural Facilities	X			According to on-site observations, there are no cultural facilities in the project area. No adverse impact is expected.
Transportation		X			This project should not affect transportation in the area. On-site observations, Google and review of city maps.

# Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING  REFERENCE NOTES
	NONE	MINOR	MAJOR		
<b>Natural Features</b>					
Water Resources	X				<p>The completed project is not expected to have a significant effect on water resources in the area. However, once completed, the new facility will increase water demand in the area.</p> <p>No significant impact is expected. Source - onsite observations and review of performance statement in contract between city and TDRA.</p>
Surface Water	X				<p>According to on-site observations, USGS and Aerial maps, the project site is not near surface water. In addition, there are no streams, seepage, springs or impounded water in the direct project area. However, the Gulf of Mexico is approximately 1,000 feet south of the project site.</p> <p>Every effort will need to be made to prevent storm water runoff from the project site which could potentially contaminate surface water in the general area. BMPs will need to be utilized to prevent storm water runoff. No adverse impact is expected.</p>
Unique Natural Features and Agricultural Lands	X				<p>This project will not affect any unique natural features and/or agricultural lands as all work will take place within the boundaries of an existing vacant piece of property. Source - On-site observations and Google maps.</p>
Vegetation and Wildlife	X				<p>After reviewing the County Endangered Species List (TDPW and USDFW), it was determined that this project will not impact vegetation and wildlife in the area as the habitats for no endangered and threatened species exist within 300 feet of the project area.</p>

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## **Summary of Findings and Conclusions**

### **Alternatives**

Determine and describe possible alternatives to the proposed project, including the 'no action' alternative. The feasibility of each alternative and the reasons why each should be adopted or rejected should be discussed sufficiently to indicate that an adequate consideration of each alternative has occurred. Consider alternatives in scope, location, design, and/or materials.

- #1 No Action - not an option. Current conditions present a public safety issue and must be addressed.
- #2 Renovate an existing fire-department. There are no fire-departments in the general area which could be renovated.
- #3 Construct a new fire department in a different location. Not feasible. Constructing in a different location would cost more money as the current property has already been studied and acquired for the activity.
- #4 Utilize different materials. The county has determined the materials to be used in this project are best suited to solve the problems. However, more detailed studies may indicate that different materials may be required.
- #5 Increase or decrease the size of the facility. Not feasible. The current facility is adequately sized. However, if funds became available, this option could be realized.

### **Summary of Existing Conditions and Future Trends**

A new fire department and EMS facility is needed to properly serve citizens in the area. If this project is not undertaken, the fire department may not be able to respond to emergencies in a timely manner which presents a public safety problem.

### **Additional Studies Performed (Attach Study or Summary)**

No other studies have been performed at this time. However, additional engineering related studies will be conducted as part of the development of the plans.

### **Mitigation Measures Needed:**

Soil Erosion – Best management practices should be in place to prevent soil erosion.

Storm & Surface Water – A pollution prevention plan should be in place to prevent sedimentation and soil runoff into the surface water.

Nuisances and Site Safety Issues – Safety precautions to secure construction equipment would need to be implemented while the project is being constructed and any hazardous material containers and flammable/hazardous utility lines should be located prior to construction. In addition, the usage of emergency vehicle sirens should be utilized only when necessary to reduce potential disruptions of residents in close proximity of the facility.



# Environmental Assessment Checklist

## Finding of No Significant Impact

1. Is project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. Finding of No Significant Impact (FONSI) can be made. Project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Prepared By: Tim F. Glendening & Associates, Inc.

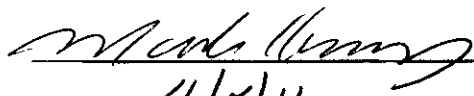
Title: Grant Consultant

Signature: 

Date: 3-28-11

Certified By: Mark Henry

Title: County Judge

Signature: 

Date: 4/5/11

# STATUTORY CHECKLIST

## 24 CFR §58.5 STATUTES, EXECUTIVE ORDERS & REGULATIONS

Grant Recipient Galveston County Project Name Galveston County – 4014 1-5

Project Description (Include all actions which are either geographically or functionally related)

### DESCRIPTION

Grantee shall construct a new, fully functioning ADA compliant fire station and emergency medical services (EMS) facility. The new station will include truck bays, meeting, office, storage, and sleeping spaces, new doors, windows, lights, flooring, ceiling, and plumbing fixtures, HVAC, fire protection, communication, and security systems. Grantee shall construct exterior improvements including grading, paving, utilities, surfacing and brick masonry hardening. Grantee shall purchase and install one (1) one hundred thirty kilowatt (130 kW) permanently-affixed, diesel-fueled generator with automatic transfer switches and associated appurtenances. Grantee shall construct concrete pad for generator mounting and perform site work associated with construction. Construction of the fire station will ensure adequate fire protection.

### LOCATION

Construction shall take place at the High Island Fire Station located at 1371 Weeks Avenue in High Island, Texas.

If this project is determined to be categorically excluded according to 24 CFR 58.35, then use Statutory Checklist for Categorical Excluded projects only

### Compliance Factors:

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A

Consultation  
Review  
Permits  
Required

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Determination

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Mitigation

### Compliance Documentation

Historic Preservation [36 CFR Part 800]		X			Consulted with the THC – No historic properties affected Contacted – 11/10/10 Responded – 12/1/10
Floodplain Management [24 CFR 55, Executive Order 11988]		X			The project does not involve property acquisition, management, construction or improvements within (or will impact) a 100 year floodplain (Zones A or V) identified by FEMA Map 4854700010E
Wetland Protection [Executive Order 11990]		X			According to NWI Wetland Mapper, a Freshwater Emergent Wetland exists on the western boundary of the property in concern. A wetlands delineation study was completed to identify the exact location of this wetland.  After reviewing the wetlands delineation study, the project engineer concluded that project location has wet areas and wetland vegetation in the area of work. However, the Environmental Service Provider (ESP) who developed the wetlands delineation study indicated that the water is not a part of a jurisdictional waterway and, in their opinion, would not constitute a wetland as the USACE defines it. This is also based on the fact that the water retention is caused by a neighbor "damming" the area with fill material.  Nevertheless, the project engineer will submit an application (ENG FORM 4345, SEPT 2009), along with the wetlands reports, to USACE.  BMP's should be utilized wherever possible to prevent runoff into the wetland. If BMP's are properly utilized, there should be no impact on adjacent wetland.

**Compliance Factors:**

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A

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Permits  
Required

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Determination

Condition,  
Mitigation

**Compliance Documentation**

Compliance Factors:	N/A	Consultation, Review Permits Required	Consistency Determination	Condition, Mitigation	Compliance Documentation
Coastal Zone Management Act [Sections 307(c), (d)]		X			According to the General Land Office and Google Maps, Galveston County is in a coastal zone. However, according to the Goecommmons website, the project is not near a coastal barrier.
Sole Source Aquifers [40 CFR 149], SDWA (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349)		X			The project is not located within a U.S. EPA-designated sole source aquifer watershed area per EPA Ground Water Office.
Endangered Species Act [50 CFR 402]		X			<p>After reviewing the County Endangered Species List (TDPW and USDFW), the habitat for no species listed on the USDFW County List occurs within the project area. However, the habitats for the following species listed on the TDPW and USDFW County Endangered Species Lists may occur within 300 feet of the project area:</p> <ul style="list-style-type: none"> <li>• Black Rail</li> <li>• Eskimo Curlew</li> <li>• Henslow's Sparrow</li> <li>• Reddish Egret</li> <li>• White-faced Ibis</li> <li>• White-tailed Hawk</li> <li>• Wood Stork</li> <li>• Plains spotted skunk</li> <li>• Red wolf</li> <li>• Texas horned lizard</li> <li>• Timber/Canebrake rattlesnake</li> <li>• Grand Prairie evening primrose</li> </ul> <p>In addition, according to the Texas Department of Parks and Wildlife, there will be potential impacts to vegetation, federal regulations (Migratory Bird Treaty Act), Wetlands and Rare and Protected Resources.</p> <p>Recommendations include:</p> <ul style="list-style-type: none"> <li>• Vegetation - TPWD recommends that clearing of mature, native trees be avoided. Loss of vegetation should be minimized by using site planning and construction techniques designed to avoid and preserve existing trees, shrubs, grasses, and forbs. For impacts that are unavoidable, TPWD recommends transplanting the existing trees or replacing them at a ratio of 3 saplings for every tree lost. Whether transplanted or replaced, a survival of 85% should be achieved. TPWD recommends that native plant and forage species that are beneficial to wildlife endemic to the area be used in mitigation and landscaped areas.</li> <li>• Federal Regulation (Migratory Bird Treaty Act) - Recommendations: Construction activities such as, but not limited to, tree felling as well as vegetation clearing, trampling, or maintenance should occur outside the April 1- July 15 migratory bird nesting season of each year. The project is authorized and lasting for the life of the project. To comply with the MTBA, the proposed site should be surveyed for migratory bird nest sites prior to construction or future maintenance activities. Since raptors nest in late winter and early spring, all construction activities as identified above should be excluded from a minimum zone of 100 meters around any raptor nest during the period of February 1- July 15 (U.S. Fish and Wildlife Service Southwest).</li> </ul>

**Compliance Factors:**

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A

Consultation  
Review  
Permits  
Required

Consistency  
Determination

Condition  
Mitigation

**Compliance Documentation**

				<p>Regional Office (Region 2) at (505) 248-6879 for further information )</p> <ul style="list-style-type: none"> <li>Wetlands - Recommendation If wetlands would be impacted by the proposed project, TPWD requests that the County of Galveston mitigate for all wetland impacts and prepare a wetland mitigation plan. The wetland mitigation plan should be developed in consultation with TPWD. Coordination of all impacts to the aquatic resources should be coordinated with Jamie Schubert with our Coastal Program ( 281-534-0135)</li> <li>Rare and Protected Resources - According to records in the Texas Natural Diversity Database (TXNDD), occurrences of the following species have been documented possibly within the proposed Galveston County project area:               <ul style="list-style-type: none"> <li>Species of Concern: Correll's false dragon-head (<i>Physostegia correllii</i>)</li> <li>Natural Communities and Special Features: Coastal Live oak - Pecan Series (<i>Quercus virginiana</i> - <i>Carya illinoensis</i> Series)</li> <li>Migratory Bird Fall-out Site</li> </ul>               If these natural communities or special features are suspected at the project site, contractor should immediately contact txndd@tpwd.state.tx.us.             </li> </ul> <p>After review of the County Endangered Species List (TDPW and USFWS), and consultation with both agencies, it was concluded that the project will not affect federally or state listed threatened, endangered, or special status species or their critical habitat. This finding is based upon the fact that: a) The habitat for such species does not exist, b) The habitat for such species may exist within 300 feet of the project site, but the project, which entails adding a generator to an existing water facility within a fenced, manicured location, should not affect the natural habitat in the area.</p> <p>TDPW &amp; USFWS - contacted 11/30/10 - responded 1/4/11</p>
Wild and Scenic Rivers Act [Sections 7(b), and (c)]		X		<p>According to the U.S. Fish and Wildlife and Google Maps, the project is not located within one mile of a listed Wild and Scenic River.</p>
Clean Air Act [Sections 176(c), (d), and 40 CFR 6, 51, 93]		X		<p>According to the TCEQ, the project is located within a "non-attainment" area. Air pollution will be slightly increased during construction. In addition, once the new facility has been constructed, operation of the facility and the additional vehicular traffic it will create will further increase air pollution.</p> <p>The project is expected to have well below the allowable threshold for emissions. Effects of ambient air quality and the project's contribution to local air quality is expected to be negligible. The project will meet EPA Tier 3 regulation standards. Source - TCEQ Texas Attainment Status by Region.</p>
Farmland Protection Policy Act [7 CFR 658]		X		<p>There are no mapped prime farmland soils within the project area. Source: NRCS Soil Data Mart, NRCS Web Soil Survey.</p>

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**Compliance Documentation**

Environmental Justice [Executive Order 12898]		X			No ROW or easement acquisitions would be required for this project. No displacements or negative impacts to minority or low income populations are anticipated from generator installation. Source: Site Observations and consultation with project engineer.
Water Quality					The project will not affect water quality. Source – County, project engineer and review of project application.
State/Local Statutes					The project complies with state and local statutes. Source – County, project engineer and review of project application.
Noise Abatement and Control [24 CFR 51B]		X			<p>Temporary increase in ambient noise level is possible during construction of the project. Once constructed, vehicular traffic and the operation of the Fire Station/EMS facility will increase noise in the area. Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns. Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be located.</p> <p>In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis. Therefore, abatement measures would not be required. The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters. The county will also perform maintenance and testing between 6am and noon per TCEQ 117.2030©. Source: TCEQ, site observations, aerial map of site.</p>
Explosive and Flammable Operations [24 CFR 51C]		X			<p>The subject and adjacent properties are free of hazardous materials, contamination, toxic chemicals, gasses and radioactive substances which could affect the health or safety of occupants or conflict with the intended use of the subject property. According to the EPA and TCEQ, there are some nearby Explosive and Flammable operations:</p> <ul style="list-style-type: none"> <li>• Enviromapper (Waste, Land, Water, RCRA Info and PCS) <ul style="list-style-type: none"> <li>- High Island ISD WWTP</li> <li>- High Island Petrochemicals</li> </ul> </li> <li>• Unpermitted landfill (U1041) <ul style="list-style-type: none"> <li>- Household waste</li> </ul> </li> <li>• CRQ (PST) <ul style="list-style-type: none"> <li>- Erin Oil Company Shop (In use: 1 diesel above ground tank)</li> <li>- High Island Food Mart – (In use: 4 gasoline and 1 diesel underground tanks)</li> </ul> </li> </ul> <p>Based upon the HUD Acceptable Separation Distance (ASD) Electronic Assessment Tool, all the aforementioned above ground storage tanks are at an acceptable separation distance.</p> <p>* Erin Oil Company Shop (Tank #4)</p> <p>Distance From northwestern boundary of project site – 2,300 feet</p> <p>Acceptable Distance (humans) – 658 feet</p> <p>Acceptable Distance (buildings) – 132 feet</p> <p>The properties in concern (1) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent.</p>

**Compliance Factors:**

Statutes, Executive Orders,  
and  
Regulations listed at 24 CFR  
§58.5

N/A

Consultation,  
Review  
Permits  
Required

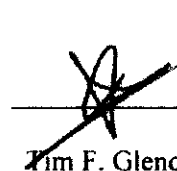
Consistency  
Determination

Condition  
Mitigation

**Compliance Documentation**

				<p>State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials, (iv) not located within 3,000 feet of a toxic or solid waste landfill site. In addition, there are no explosive or flammable operations on or adjacent to the property in concern. Therefore, an ASTM Phase I report is not required.</p> <p>Source: EPA National Priorities List, TCEQ PST Registration Database, Enviromapper, TCEQ Inventory of closed/abandoned landfills</p>
<p>Toxic Chemicals and Radioactive Materials [24 CFR 58.5(i)]</p>		X		<p>The subject and adjacent properties are free of Toxic Chemicals and Radioactive Materials which could affect the health or safety of occupants or conflict with the intended use of the subject property. According to the EPA and TCEQ, there are nearby toxic chemicals:</p> <ul style="list-style-type: none"> <li>• Enviromapper (Waste, Land, Water, RCRAInfo and PCS) <ul style="list-style-type: none"> <li>- High Island ISD WWTP</li> <li>- High Island Petrochemicals</li> </ul> </li> <li>• Unpermitted landfill (U1041) <ul style="list-style-type: none"> <li>- Household waste</li> </ul> </li> <li>• CRQ (PST) <ul style="list-style-type: none"> <li>- Erin Oil Company Shop – (In use 1 diesel above ground tank)</li> <li>- High Island Food Mart (In use 4 gasoline and 1 diesel underground tanks)</li> </ul> </li> </ul> <p>Due to the proximity of the project, the aforementioned toxic chemicals should not affect this project.</p> <p>The properties in concern (i) are not listed on an EPA Superfund National Priorities or CERCLA list or equivalent. State list, (ii) have no underground storage tanks (iii) are not known or suspected to be contaminated by toxic chemicals or radioactive materials. In addition, there are no explosive or flammable operations on the property in concern. Therefore, an ASTM Phase I report is not required.</p> <p>Source: EPA National Priorities List, TCEQ PST Registration Database, Enviromapper, TCEQ Inventory of closed/abandoned landfills</p>
<p>Airport Clear Zones and Accident Potential Zones [24 CFR 51D]</p>				<p>According to Google Maps, there are no airports in close proximity to the project sites. Therefore, there are no Airport Clear Zones and Accident Potential Zones within the project areas.</p>
<p>Solid Waste Disposal</p>				<p>There are no solid waste facilities near the project site. Google maps and on-site observation.</p>

PREPARER SIGNATURE

  
\_\_\_\_\_

DATE 3-28-11

PREPARER NAME

Tim F. Glendening

**RESPONSIBLE ENTITY AGENCY**

OFFICIAL SIGNATURE

  
\_\_\_\_\_

DATE 4/5/11

NAME, TITLE

Mark Henry, County Judge

# Environmental Assessment Checklist

Project Name and Identification No.

Galveston County – 4014 1-2 # DRS010052-4014-5

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING  REFERENCE NOTES
	NONE	MINOR	MAJOR		
<b>Land Development</b>					
Conformance with Comprehensive Plans and Zoning	X				Project complies with local plans, existing land use and zoning ordinance Source – TCDP grant application and Galveston County and City of High Island
Compatibility and Urban Impact	X				The project will be compatible with the area as it involves the construction of a new fire department next to an existing fire department within a developed area of the community which is a common place to construct such facilities – Source – on-site observations and TCDP project performance statement
Slope	X				According to on-site observation and USDA Soil Survey maps, there are no steep slopes in the area and the project should not change the slope of the land
Erosion		X			According to USDA soil survey maps, the soil in the project area has a minimal potential for soil erosion Appropriate construction measures should be taken to minimize soil erosion at the project site
Soil Suitability	X				Based upon information from the USDA Soil Survey, the soil in the area is suitable for the project activities In addition, the project location has been deemed as acceptable in the grant application Applicable engineering measures will be taken to ensure soil stability & suitability
Hazards and Nuisances Including Site Safety		X			In general, no hazardous sites were observed during field investigations However, the project sites will not be safe for non-construction personnel Fencing/barricades and/or warnings signs will be utilized to prevent non-construction personnel from entering the sites  In addition, prior to construction, appropriate dig tests should be conducted (where necessary) to ensure no gas or other hazardous utility lines are in the project area In addition, the location of any flammable or hazardous containers located on the property should also be located so appropriate precautions can be made
Energy Consumption		X			During and after construction , energy consumption (fuel and electricity) will slightly increase However, adequate energy is available in the area
<b>Noise</b>					
Effects of Ambient Noise on Project and Contribution to Community Noise Levels		X			Temporary increase in ambient noise level is possible during construction of the project Once constructed, vehicular traffic and the operation of the Fire Station will increase noise in the area Sirens from emergency vehicles may be activated during any time of day which could disrupt residential sleep patterns Unless it is necessitated, emergency vehicle sirens should not be activated until they exit the residential area where the new facility will be



					located  In addition, the backup generator would typically operate during disasters and/or emergency situations and on a temporary basis. Therefore, abatement measures would not be required. The generator would be equipped with soundproofing in a weather proof enclosure and noise would not exceed 70 decibels at a distance of 7 meters. The county will also perform maintenance and testing between 6am and noon per TCEQ 117.2030©. Source: TCEQ, site observations, aerial map of site.
<b>Air Quality</b>					
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels		X			During construction, air pollution in the area will be slightly increased. However, the effects are negligible and no facilities to be constructed are listed in (42 U.S.C. § 7401 et seq.) of the Clean Air Act. No significant impact is expected.
<b>Environmental Design, Historic Values and Urban Impact</b>					
Visual Quality, Coherence, Diversity, Compatible Use and Scale	X				The project will not negatively affect the visual quality, coherence or diversity of the area and is compatible with the use and scale of the area because the facility will be constructed next to an existing fire station and these facilities are commonly built within areas similar to the proposed area. Source – on-site observations and aerial photos.

# Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING  REFERENCE NOTES
	NONE	MINOR	MAJOR		
<b>Socioeconomic</b>					
Demographic Character Changes	X				This project is not expected to affect the demographic character of the area Source – On-site observations and planning consultant
Displacement	X				No displacement of persons or businesses will occur as no easements are ROW will need to be acquired Source – on-site observations, project map and discussions with County officials
Employment and Income Patterns		X			This project is not expected to have any major affects on employment or income patters of the area However, the new facility could cause the creation of a few new jobs in the community
<b>Community Facilities and Services.</b>					
Educational Facilities		X			<p>According to on-site observations and Google Maps, there is a middle school located in close proximity of the proposed site However, since all of the work will be done on vacant land, there should be no disruption to traffic flows in and out of the school site</p> <p>Due to the close proximity to the school, it is possible children may enter the construction site As such, signage prohibiting entry to unauthorized personnel should be utilized as well as barricades where appropriate In addition, all trenches should be covered whenever possible and all machinery should be secured when not in use</p>
Commercial Facilities	X				According to on-site inspections, no construction activities are along roadways which are used to access major commercial facilities and no major commercial buildings are in the project area As such, no commercial disruption is expected Source – On-site observations and Google Maps No adverse impacts are expected
Health Care	X				According to local observations and Google Maps, there are no health care facilities in the project area No adverse impacts are expected
Social Services	X				According to local observations, there are no social service facilities in the project area No adverse impacts are expected
Solid Waste	X				<p>According to local observations and the county list of closed landfills, there are no solid waste facilities near the project site However, there is an unpermitted site in close proximity</p> <p>A by-product of construction will include a temporary increase in solid waste generation There are adequate facilities to handle the increase waste in the area</p> <p>Due to the nature of the project and the proximity of the unpermitted landfill, no adverse impacts are expected</p>
Waste Water		X			<p>This project should not affect wastewater in the area However, the new building will be connected to a citywide sanitary sewer system and will generate additional waste to it</p> <p>There are adequate facilities to handle the additional waste</p>

					Source – on-site observation and review of performance statement in contract between the city and TDRA
Storm Water		X			The project will decrease permeable land. However, the non-permeable area is minimal and should not negatively affect storm water flows – Source project description and FEMA maps
Water Supply		X			The new facility will increase water demand in the area. There is ample water supply to accommodate the additional demand. Source – on-site observation, project engineer and review of performance statement in contract between the city and TDRA
Public Safety	Police	X			This project should not affect public safety as it relates to police as all work will occur on existing, vacant property. On-site observations and review of performance statement in contract between city and TDRA
	Fire		X		The project includes constructing a new fire station and adding a new generator to it, both of which are positive effects.  Since construction will take place on vacant property, fire response times should not be affected. On-site observations and review of performance statement in contract between city and TDRA
	Emergency Medical	X			Since construction will take place on vacant property, EMS response times should not be affected. On-site observations and review of performance statement in contract between city and TDRA
Open Space and Recreation	Open Space	X			The project should not directly affect open space as no work will take place in any designated Open Space areas. On-site observations, Google and review of city maps
	Recreation	X			The project should not directly affect recreation in the area as no work will take place in or near any recreational areas. On-site observations, Google and review of city maps
	Cultural Facilities	X			According to on-site observations, there are no cultural facilities in the project area. No adverse impact is expected
Transportation		X			This project should not affect transportation in the area. On-site observations, Google and review of city maps

# Environmental Assessment Checklist

Impact Categories	IMPACT ANTICIPATED			REQUIRES MITIGATION OR MODIFICATION	NOTE CONDITIONS AND/OR SOURCE DOCUMENTATION THAT SUPPORTS FINDING  REFERENCE NOTES
	NONE	MINOR	MAJOR		
Natural Features					
Water Resources		X			<p>The completed project is not expected to have a significant effect on water resources in the area. However, once completed, the new facility will increase water demand in the area.</p> <p>No significant impact is expected as there is adequate water available to supply the facility. Source - onsite observations, project engineer and review of performance statement in contract between city and TDRA.</p>
Surface Water		X			<p>According to on-site observations, USGS and Aerial maps, there are no streams, seepage, springs or impounded water in the direct project area. However, according to the USFWS, there is a Freshwater Emergent Wetland on the eastern border of the property in concern.</p> <p>Every effort will need to be made to prevent storm water runoff from the project site which could potentially contaminate surface water in the general area. BMPs will need to be utilized to prevent storm water runoff. No adverse impact is expected.</p>
Unique Natural Features and Agricultural Lands	X				<p>This project will not affect any unique natural features and/or agricultural lands as all work will take place within the boundaries of an existing vacant piece of property. Source - On-site observations and Google maps.</p>
Vegetation and Wildlife	X				<p>After reviewing the County Endangered Species List (TDPW and USDFW), it was determined that this project will not impact vegetation and wildlife in the area as the habitats for no endangered and threatened species exist within 300 feet of the project area.</p>

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## Summary of Findings and Conclusions

### Alternatives

Determine and describe possible alternatives to the proposed project, including the 'no action' alternative. The feasibility of each alternative and the reasons why each should be adopted or rejected should be discussed sufficiently to indicate that an adequate consideration of each alternative has occurred. Consider alternatives in scope, location, design, and/or materials.

- 
- #1 No Action - not an option. Current conditions present a public safety issue and must be addressed.
  - #2 Renovate an existing fire-department. There are no fire-departments in the general area which could be renovated.
  - #3 Construct a new fire department in a different location. Not financially viable. Constructing in a different location would cost more money as the current property has already been studied and acquired for the activity. However, this is an option which may be considered.
  - #4 Utilize different materials. The county has determined the materials to be used in this project are best suited to solve the problems. However, more detailed studies may indicate that different materials may be required.
  - #5 Increase or decrease the size of the facility. Not feasible. The current facility is adequately sized. However, if funds became available, this option could be realized.

### Summary of Existing Conditions and Future Trends

A new fire department and EMS facility is needed to properly serve citizens in the area. If this project is not undertaken, the fire department may not be able to respond to emergencies in a timely manner which presents a public safety problem.

### Additional Studies Performed (Attach Study or Summary)

A wetlands delineation study has been conducted. Additional engineering related studies will be conducted as part of the development of the plans.

### Mitigation Measures Needed:

Soil Erosion – Best management practices should be in place to prevent soil erosion.

Storm & Surface Water – A pollution prevention plan should be in place to prevent sedimentation and soil runoff into the surface water.

Nuisances and Site Safety Issues – Safety precautions to secure construction equipment would need to be implemented while the project is being constructed and any hazardous material containers and flammable/hazardous utility lines should be located prior to construction. In addition, the usage of emergency vehicle sirens should be utilized only when necessary to reduce potential disruptions of residents in close proximity of the facility.

# Environmental Assessment Checklist

## Finding of No Significant Impact

1. Is project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. Finding of No Significant Impact (FONSI) can be made. Project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Prepared By: Tim F. Glendening & Associates, Inc.


Title: Grant Consultant

Signature: 

Date: 3-28-11

Certified By: Mark Henry

Title: County Judge

Signature: 

Date: 4/5/11